

THE UNIVERSITY
OF ILLINOIS

LIBRARY

385.731

Un 3

v.21

~~_____~~

61

TWENTY-FIRST ANNUAL REPORT
OF THE
INTERSTATE COMMERCE
COMMISSION

DECEMBER 23, 1907

UNIVERSITY OF ILLINOIS LIBRARY

APR 12 1923



WASHINGTON
GOVERNMENT PRINTING OFFICE

1907

THE INTERSTATE COMMERCE COMMISSION.

MARTIN A. KNAPP, of New York, Chairman.

JUDSON C. CLEMENTS, of Georgia.

CHARLES A. PROUTY, of Vermont.

FRANCIS M. COCKRELL, of Missouri.

FRANKLIN K. LANE, of California.

EDGAR E. CLARK, of Iowa.

JAMES S. HARLAN, of Illinois.

EDWARD A. MOSELEY, Secretary.

38573 /

UH 3

K. 21

CONTENTS.

	Page.
Introductory paper	5
Restraint of advances in rates	9
Decisions of the United States Supreme Court	10
Rate schedules and application of rates	14
Posting tariffs at stations	16
Uniform bills of lading	18
Uniform classification	19
Investigation of express companies	21
Coal and oil investigation	21
Union Pacific investigation	22
Decisions of the Commission	25
Free passes and free transportation	25
Party-rate tickets	29
Alleged violations of the antitrust act	29
Unreasonable rates	30
Concessions of relief pending controversy	54
Estimated weights	55
Elevator charges	56
Compression of cotton in transit	57
Undue discrimination in rates and facilities	59
Through routes and joint rates	70
Disposition of contested cases	77
Court decisions	84
Cases involving enforcement of orders of the Commission	84
Injunction to restrain proceedings before the Commission	88
Injunction to restrain proposed rates	88
Relief from unreasonable freight rates	88
Delegation of certain duties to Executive Departments	90
Power of Congress to regulate interstate commerce	91
Injunctions to restrain State rates and practices	93
Facilities of traffic	95
Demurrage charges	97
Free passes	98
Safety-appliance act	99
Arbitration act	105
Division of prosecutions	105
Enforcement of the act	107
Opinions of the courts	107
Operating division of the Commission	118
Hearings and investigations	121
Block signals and automatic train stops	122
Train accidents—the block system	127
Investigation of accidents	130

516299

	Page.
Safety appliances.....	132
Medals of honor.....	139
Uniform system of railway accounts.....	139
Cooperation of Federal and State commissions.....	142
Special and monthly reports.....	146
Board of special examiners.....	149
Valuation of railway property.....	149
Statistics of railways.....	150
Monthly reports.....	150
Preliminary report on the income and expenditures of railways for year ending June 30, 1907.....	151
Final report for year ending June 30, 1906.....	152
Mileage of railways.....	152
Equipment.....	153
Employees.....	153
Capitalization of railway property.....	153
Public service of railways.....	154
Earnings and expenses.....	154
Railway accidents.....	155
Association of railway commissioners.....	156

APPENDICES.

A. Names and compensation of all employees, together with a statement of appropriation and expenditures.....	159
B. Points decided by the Commission during the year.....	185
C. Formal complaints filed during the year.....	227
D. Safety appliances, railway accidents, and medals of honor.....	279
E. Record of criminal cases.....	289
F. Informal reparation claims allowed.....	299

REPORT
OF THE
INTERSTATE COMMERCE COMMISSION.

WASHINGTON, D. C., December 23, 1907.

To the Senate and House of Representatives:

The Interstate Commerce Commission has the honor to submit its twenty-first annual report for the consideration of the Congress.

Little more is attempted in this report than a general statement of the work performed by the Commission during the past year in the discharge of its official duties. A considerable part of the time has been occupied in giving administrative construction to various provisions of the law for the guidance of both shippers and carriers. To secure the best results of legislation with the least possible delay there was obvious need of a correct and uniform interpretation of the statute. Therefore, without reference to questions arising in particular cases, and to avoid unnecessary controversy, it has seemed our duty to construe the law in advance wherever it appeared obscure or ambiguous, so that the obligations of the railroads and the rights of the public might be promptly understood. This has resulted in numerous rulings explaining our view of the meaning and application of different sections and paragraphs of the statute. These rulings have in practically every instance been accepted by the carriers, even in cases where their legal advisers were not entirely in accord with the opinion of the Commission. The rulings and regulations already promulgated will be revised and printed in a separate document.

The benefits of this course are beyond question. The Commission has endeavored to adopt a workable construction of the law in all cases, and has as a rule announced its conclusions in matters of importance only after conference and discussion with representative shippers and traffic officials. This is especially true with reference to tariff regulations, a subject which is treated at some length in a subsequent part of this report. This matter is fundamental in any scheme of public regulation. There is scarcely a complaint or controversy which is not based upon the schedules of rates and charges established by the carriers. If those schedules are clear and definite in their statements, there is no excuse for disregarding them. If the

rates and regulations are reasonable and plainly announced, the shipper knows his rights and the railway official knows the obligations of his company. If the charges are claimed to be excessive or discriminatory, the question can be intelligently determined after the full hearing which the statute provides. It is believed that the efforts of the Commission in this direction have already been fruitful of good results and that they will prove of increasing value in the future.

The amended law has now been in force for upwards of fifteen months, and some opinion may be expressed as to its operation and effects. The substantive provisions of the original act, forbidding the exaction of unreasonable charges and prohibiting discriminations between persons and places, were unchanged by the legislation of 1906. The main purpose of that legislation was to provide more adequate means for the enforcement of rights and duties already declared to exist. The vital principle of a right is found in the obligation to respect it. Without remedial procedure the declaratory portion of any law is little more than the statutory expression of a sentiment, but when efficient machinery for securing observance is provided the performance of definite duties and the recognition of definite rights may be expected to follow in ordinary conduct without resort to litigation. That this is true in regard to the amended act, and to an extent not generally appreciated, is confidently asserted. Just as the value of criminal laws is measured by the peace and security of society rather than the occasional conviction of offenders, so the salutary effects of the present statute are shown in the more general enjoyment of previously existing rights rather than by the number of cases in which the authority of the Commission has been invoked or the list of decisions and prosecutions which makes up the record of administration.

It is likewise true that the substantial and permanent benefits of this law are indirect and frequently unperceived even by those who in fact profit by its observance. It means much for the present and more for the future that the principles of this law have gained greatly in general understanding and acceptance. The injustice of many practices which were once almost characteristic of railway operations is now clearly apprehended, and an insistent public sentiment supports every effort for their suppression. By railway managers almost without exception the amended law has been accepted in good faith, and they exhibit for the most part a sincere and earnest disposition to conform their methods to its requirements. It was not to be expected that needed reforms could be brought about without more or less difficulty and delay, but it is unquestionably the fact that great progress has been made and that further improvement is clearly assured. To a gratifying extent there has been readjustment of rates and correction of abuses by the carriers themselves. Methods and usages of one

sort and another which operated to individual advantage have been voluntarily changed, and it is not too much to say that there is now a freedom from forbidden discriminations which is actual and general to a degree never before approached. As this process goes on, as special privileges disappear and favoritism ceases to be even suspected, the indirect but not less certain benefits of the law will become more and more apparent.

An incidental respect in which equality of treatment has been greatly promoted is in such matters as switching, terminal, demurrage, reconsignment, elevation, and other charges making up the aggregate cost of transportation. In the past it was often within the power of a carrier to waive charges of this nature in favor of particular shippers while collecting them from business rivals. Now the law and the rules of the Commission require all charges of this description to be plainly stated in the tariffs and to be applied with the same exactness and uniformity as the transportation rate itself. This is only one of the ways in which distinct advance has been made toward placing competing shippers in each locality upon a basis of equality in the enjoyment of a public service.

It is this general and marked improvement in transportation conditions that the Commission observes with special gratification. The amended law with its enforceable remedies, the wider recognition of its fundamental justice, the quickened sense of public obligation on the part of railway managers, the clearer perception by shippers of all classes that any individual advantage is morally as well as legally indefensible, and the augmented influence of the Commission resulting from its increased authority have all combined to materially diminish offensive practices of every sort and to signally promote the purposes for which the law was enacted.

This results in the voluntary adjustment by the parties without resort to the Commission of a vast number of controversies which otherwise would ripen into complaint and litigation, while in numerous instances a settlement is effected by the friendly intervention of the Commission, through correspondence or personal interviews, between the shipper and carrier directly concerned. The nature and extent of the Commission's efforts in this direction are summarized in another part of this report.

Where formal proceedings were necessary the Commission has generally been able to afford prompt relief when the facts disclosed appeared to warrant a corrective order. Between August 28, 1906, and November 4, 1907, the Commission rendered decisions, after full hearing upon complaint and answer, in 107 contested cases, a list of which appears in a subsequent chapter of this report. In 46 of these cases orders were made against the defendant carriers; in 46 the complaints were dismissed; in the remaining 15 no orders were made, for

reasons stated in each proceeding. With a single exception every order made by the Commission in these cases was promptly complied with by the carrier or carriers against which it was directed. In one case a bill was filed to restrain the enforcement of an order, mainly on the ground that the Commission had no authority to make it, and a preliminary stay granted. But the motion for an injunction *pendente lite* was denied, with the result that the order became effective and is now being complied with by the carrier in question. The case has not yet been tried in the circuit court.

Two subjects are discussed in subsequent chapters of this report to which, and the recommendations made in connection therewith, special attention is invited. One is the matter of advances in rates, which the Commission is wholly without power to prevent; the other, the dreadful destruction of life in railway accidents, which are not now the subject of official investigation under Federal authority. Other recommendations are made in connection with various matters which are deemed of sufficient importance to require consideration in this report.

In our last annual report mention was made of the car shortage prevailing at that time and the consequent distress in certain parts of the country. The inability of the Commission to afford any effective relief was pointed out, and it was further stated that the Commission was not prepared to recommend a definite scheme of legislative action. While the car shortage is not at present so acute as a year ago, it still exists in some sections, and the general question of the provision of adequate transportation facilities unquestionably merits serious consideration by the Congress. The whole problem, involving insufficient car and track capacity, congested terminals, slow train movement, and other incidents, may be said to be due to the fact that the facilities of the carriers have not kept pace with the commercial growth of the country. One eminent railroad president has estimated that during the period from 1895 to 1905 the traffic offered for carriage in the United States increased 110 per cent, while during the same period the instrumentalities for handling this traffic increased only 20 per cent.

During the past decade the commercial condition of the country has been one of increasing prosperity. If business undertakings proportionately increase during future years, the railroads of the country must add to their tracks, cars, and other facilities to an extent difficult to estimate. The ability of the carriers to transport traffic measures the profitable production of this vast country, with its ninety millions of people, abundant capital, and practically unlimited resources. Manifestly, it is an economic waste for the farm, the mine, or the factory to put labor and capital into the production of commodities which can not be transported to market with reasonable dispatch. If the present output can not in many

instances be transported except after ruinous delays, it is not reasonable to presume that capital will readily seek investment in new undertakings. It may conservatively be stated that the inadequacy of transportation facilities is little less than alarming; that its continuation may place an arbitrary limit upon the future productivity of the land, and that the solution of the difficult financial and physical problems involved is worthy the most earnest thought and effort of all who believe in the full development of our country and the largest opportunity for its people.

RESTRAINT OF ADVANCES IN RATES PENDING PROCEEDINGS BEFORE THE COMMISSION.

Under the operation of the Interstate Commerce Act the right to initiate interstate rates rests entirely with the railway, which may, by giving thirty days' notice, put into effect any rate or any regulation or practice affecting a rate which it sees fit. The Commission is not required to approve these rates and has no authority whatever to condemn them. It can only act upon a rate so established by the railway in case a formal complaint is filed attacking that rate and after a full hearing. This is the express provision of the statute.

It is certainly just that carriers should not be required to reduce their transportation charges, nor to alter their rules or practices affecting such charges, without opportunity to be heard upon their part, for these charges are, in essence, the property of the railway. It seems therefore ordinarily a just provision to require that formal notice shall be given the railway, with opportunity to justify its rate, before a reduction is ordered.

When, however, the carrier advances a rate or so changes a regulation or practice as to impose upon the shipping public a higher charge or some more onerous condition an entirely different question is presented. Railway rates enter to a greater extent than might at first thought be supposed into the business operations of this country. The contracts of the coal operator, for example, run for a year, frequently for two years, and the margin of profit is such that an advance in the transportation charge of no more than 5 or 10 cents per ton may convert a profitable contract into a losing one. Engagements for the sale of grain are made upon the basis of the present rate, and an advance of 1 cent per 100 pounds may entail a loss in the transaction. The lumber manufacturer may arrange for his season's cut upon the basis of the existing tariff, and a change may mean disaster to his business.

The above examples are not fancied cases. They have all been brought to the attention of the Commission within the past year in such a form as to present strong grounds for relief. Assuming that the advanced rate would be perfectly just in the end, it may neverthe-

less be entirely unjust to suffer it to go into effect at the time named by the carriers.

In the majority of instances, perhaps, advances may properly be made before the reasonableness of the advanced rate has been finally passed upon by this Commission; but there are also many instances where great injustice must result unless matters can be kept in statu quo while proceedings are pending to test the reasonableness of the advance. Where a rate has been maintained for a considerable time and where business interests will be seriously affected by its change it is no undue hardship to require the carrier to continue that rate in effect until the propriety of the advance can be passed upon, and to finally make the advance itself at such time as will work no unnecessary injury. Certainly there ought to be some tribunal to which shippers can appeal, with authority, if such a course seems just, to prohibit the advance or the change until the general question can be considered.

At the present time it is not very clear whether such authority anywhere exists. Certainly the Commission does not possess it. It cannot itself by any order restrain the advance, nor can it, apparently, apply to the courts for such a restraining order unless the advance works such a discrimination as is forbidden by the so-called Elkins Act, and this is not usually true of a mere increase in the rate. In several instances courts of equity have interfered to prohibit advances pending proceedings before the Commission. In these cases an injunction has been issued in favor of the complainants alone, so that at the present time the general public is paying the advanced rate, while the complainants are being charged the old rate. These injunctions were granted upon the filing of a bond—\$10,000 in one case and \$250,000 in the other. It is evident that the application of any such practice must result in discrimination and hardship to the general public.

We therefore recommend that when an advance in rates or a change in any regulation or practice is attacked by complaint to this Commission, the Commission shall have the power, in its discretion, after notice to and hearing of the parties, to prohibit the taking effect of the advance or change until the matter has been finally heard and determined.

At all events Congress should definitely understand that we, under the present law, are powerless to act in reference to these advances except upon the filing of a formal complaint and after a full hearing of the case.

DECISIONS OF THE SUPREME COURT OF THE UNITED STATES.

Elsewhere in this report is given a résumé of the decisions of various Federal and State courts, made during the current year, which affect the interpretation or application of the act to regulate com-

merce. We wish, in addition, to draw attention here to three decisions by the Supreme Court of the United States which bear with peculiar significance upon the work of this Commission.

The first of these is *Texas & Pacific Railway Company. v. Abilene Cotton Oil Company*, 204 U. S., 426. The cotton oil company had transported cotton seed from certain points in the State of Louisiana to its factory at Abilene, Tex. It claimed that the charges made by the railway company for this service were exorbitant and brought suit in the State court to recover the excess of those charges above a reasonable rate. The jury found that the charges were excessive.

The rates under which the cotton seed moved had been duly filed with the Interstate Commerce Commission and were the lawful rates applicable to the movement of that commodity. The railway company contended that the reasonableness of these rates could not be contested in court, certainly not in the State court. The trial court sustained the position of the railway company, but the Texas court of final resort reversed that holding and gave judgment for the plaintiff upon the verdict of the jury.

The Supreme Court of the United States set aside this judgment. At common law railways were obliged to accord reasonable rates for services rendered and suit could be maintained to recover the excess if an unreasonable rate was charged. The eighth and ninth sections of the act to regulate commerce provide that a party damaged by a violation of any provision of that act may either bring suit in the proper circuit court for the recovery of damages or may present his claim to the Commission. The charging of an unreasonable rate is a violation of the act, and it had been generally understood that a shipper might either maintain his suit at law or present his claim to the Commission. The court held, however, that the only remedy against the payment of an unreasonable interstate rate was by application in the first instance to the Commission. No suit at law could be brought until the Commission had acted.

The same reasoning upon which this decision rests would lead, apparently, to the further conclusion that in every case where the Commission is invested with authority to determine whether a rate, regulation, or practice is in violation of law, any claim for damages arising out of such violation or any proceeding to permanently correct such violation or obtain damages therefor must be instituted before the Commission. The court can only act by reviewing in some form the conclusion which the Commission has first reached.

The court did not suggest in the Abilene case the extent to which it would revise the findings and conclusions reached by the Commission, but some intimation upon this point is afforded by the later case, *Illinois Central Railroad Company et al. v. Interstate Commerce Commission*, 206 U. S., 441.

Carriers leading from southern mills to the Ohio River had advanced their rates on yellow pine lumber 2 cents per 100 pounds, and this advance had been condemned by the Commission, which had ordered carriers to cease and desist from charging the advanced rates. Suit having been brought by the Commission to enforce this order, the court below decreed in favor of the complainant, and this decree was affirmed by the circuit court of appeals. In the Supreme Court, counsel for the railways asked the court to lay down certain rules of transportation law by which the reasonableness of rates might be determined. This the court declined to do, stating that while the determination of a reasonable rate might frequently involve the application of legal principles and that, in such event, the court would pass upon the correctness of the principle, still, as a general proposition, the reasonableness of rates was largely a question of fact, which must be passed upon, in the first instance, by the Commission, whose findings of fact would not be lightly disturbed. The court, at page 454, used this language:

* * * And the findings of the Commission are made by law *prima facie* true. This court has ascribed to them the strength due to the judgments of a tribunal appointed by law and informed by experience. (*Louisville & Nashville Railroad Co. v. Behlmer*, 175 U. S., 648; *East Tenn., etc., Railroad Co. v. Interstate Commerce Commission*, 181 U. S., 1, 27.) And in any special case of conflicting evidence a probative force must be attributed to the findings of the Commission, which, in addition to "knowledge of conditions, of environment, and of transportation relations," has had the witnesses before it and has been able to judge of them and their manner of testifying.

It also cited with approval the following words from its opinion in *Cincinnati, Hamilton & Dayton Railway Company v. Interstate Commerce Commission*, 206 U. S., 142:

* * * The statute gives *prima facie* effect to the findings of the Commission, and when those findings are concurred in by the Circuit Court we think that they should not be interfered with, unless the record establishes that clear and unmistakable error has been committed.

Upon this same point, as applied to the actual work of the Commission, the case *Atlantic Coast Line Railroad Company v. North Carolina Corporation Commission*, 206 U. S., 1, is instructive.

The North Carolina commission had ordered the Atlantic Coast Line Railroad to put on an additional passenger train for the purpose of making with the Southern Railway a connection which the public interest required. The railroad declined to obey, and appealed to the State court, as it might under the statute of North Carolina, for a review of that order.

Upon a trial by jury, in accordance with the law of that State, a special verdict was rendered to the effect that the public interest required the putting on of the additional train; that the expense of operating it would be \$40 per day and that the receipts would be \$25

per day. The trial court upon this verdict gave judgment for the railway, but this was reversed by the supreme court of North Carolina, which decreed an enforcement of the order of the commission.

Upon error to the Supreme Court of the United States the decree of the supreme court of the State was affirmed. It was confidently insisted that inasmuch as the cost of operating the train was more than the receipts to be derived from this source, here was a clear taking of property without due process of law, and that, therefore, the order of the commission in question was in violation of the fourteenth amendment.

The court distinguished between a single rate and a schedule of rates; between a single train and an entire passenger service. It held that while the State must allow to this railroad company a reasonable return for the entire service rendered by it, it did not, as a matter of law, follow that the State might not in the public interest require that railroad to render a particular service for less than the actual cost. It decided, in substance, that an order of this kind, made with respect to a single rate or a single practice, would not be obnoxious to the due process clause or the equal protection clause of the fourteenth amendment, unless it was so arbitrary and unreasonable as not to be within the fair limit of legitimate regulation.

This, when considered in connection with the language of the court in the Illinois Central case above referred to, indicates that a decision of the Commission upon a question of fact which involves no misconception or misapplication of law, and which is regularly made, will seldom be disturbed unless it is manifestly wrong.

Another point of considerable general interest was passed upon by the court in *Illinois Central Railroad Company v. Interstate Commerce Commission*, *supra*. The Commission had frequently held that railways might not tax the public through the medium of their rates both for the betterment of their properties and for dividends to their stockholders, and this holding was repeated in the above case. The defendants confidently insisted that this was error upon the part of the Commission, relying upon *Union Pacific Railroad Company v. United States*, 99 U. S., 402, in which the Supreme Court had declared that in determining net revenues for the purposes under discussion in that case, improvements to the property might properly be charged against gross revenues. The court in the Illinois Central case discussed the Union Pacific case, showing that it had no application to the question as presented, and expressly decided that improvements which added to the permanent value of the property, which had presumably increased the earning power of the property, which were not to be used for a single year, but for many years, should, as between the public and the railway, in estimating a reasonable transportation charge, be made out of net income and not out of earnings.

In other words, that a railroad company has no right to put its earnings into betterments and at the same time pay its stockholders a dividend, provided the dividend and the amount invested in improvements would together exceed a reasonable return upon the value of the property.

RATE SCHEDULES AND APPLICATION OF RATES.

Definiteness, clearness, and simplicity in stating transportation charges, uniformity in applying the rates so stated, and stable conditions are ends aimed at in the law and sought by the Commission in administering it.

Prior to the enactment of the amended law the time of notice of changes in rates required by the act was too short to give stability to conditions of transportation, even if the terms of the law had been carefully observed. Tariffs were issued upon statutory notice and upon no notice at all. Opportunities to get business were met by issuing a tariff "expiring with this shipment;" by quotation of rates found in some other carrier's tariffs and applicable via another route; by quotation of rates not found in any tariff; by forwarding under regular tariff rates and refunding an agreed-upon portion thereof and by forwarding under regular tariff rates and agreeing to "protect" any rate of any competing carrier. Some carriers openly published declarations of which the following is a sample:

"Tariffs published by connecting lines to competitive points on this road, or to points beyond, which do not read in connection with this road, will be protected by this road, if the rates in such tariff are less than those published by originating line in connection with this road."

As a necessary outcome of such practices the official files of tariffs were very voluminous and contained an endless number of contradictions and conflicts. To bring order out of this condition and at the same time have all the carriers conducting transportation to the utmost extent of their overtaxed facilities was an important, a delicate, and a large undertaking.

This work was approached by the formation, after exhaustive conferences with traffic officials of carriers, of a code of regulations governing the construction of tariffs, which was promulgated to become effective May 1, 1907, and June 1, 1907, as to freight and passenger tariffs, respectively.

This code has been supplemented from time to time, as occasion demanded, by administrative rulings of the Commission, by which many misunderstandings and differences of opinion have been harmonized. It is pleasing to note that such rulings have, very generally, been cheerfully accepted by carriers and shippers.

As an aid to elimination of the objectionable, contradictory, and conflicting features which were contained in the tariffs that were on

file and in use when the amended act became effective, and for the purpose of permitting carriers to promptly adjust interstate rates in harmony with intrastate rates that were changed by State authorities, the Commission has exercised its discretion to permit changes in rates and schedules on less than statutory notice more freely than it would under different conditions.

Many of the features that have been eliminated affected the interests of so many shippers and localities that considerable time was necessarily consumed in arranging for and providing superseding rates and regulations which would not work severe or irreparable injury to innocent parties. Much has been done along this line, much is now being done, and much remains to be done. The task is by no means hopeless and, now that a good foundation is laid for it, more progress will be apparent on the surface in the future. In this work the Commission has insisted upon all of the progress that was possible within the limits of the ability of the carriers' tariff and rate forces and the capacity of the available printing facilities. In the twelve months ended November 30, 1907, there were filed with the Commission 220,982 tariff publications, all containing changes in rates and rules governing transportation, and about 400,000 notices of concurrence in tariffs.

Under former practices, adopted and followed by the carriers, no provision was made for definite concurrence by a carrier in tariffs issued by another carrier. The general, if not universal, understanding was that a carrier accepted any rates published by another carrier if it did not file specific notice of nonconcurrence therein. This liability was not, however, always accepted, and numerous complications and controversies arose from a carrier denying responsibility under a tariff on the ground that it had not specifically concurred therein. The tariff regulations adopted by the Commission require affirmative, definite concurrence from a carrier before it may be named as a party to a joint tariff.

Much traffic is moved under joint tariffs, participated in by many carriers, and issued by joint agent, who acts under powers of attorney given by his several principals. This plan commends itself strongly. It operates to reduce the number of tariff publications and assists greatly in avoiding conflict between tariffs of a given carrier in two or more of which conflicting rates upon the same commodity, between the same points and at the same time are, under old practices, not infrequently found.

The unrestrained and run-mad competition which has been resorted to in the past has resulted in the establishment of some conditions, privileges, contracts, and allowances in connection with the furnishing of transportation by carriers, which created, or which contain the elements of, the discriminations which the law condemns.

Many of these are of long standing, are far-reaching in their effects, and involve some fine questions of law. The requirement that every privilege or charge in connection with the transportation offered by a carrier shall be plainly stated in a duly published, filed, and posted tariff will, no doubt, eliminate the discriminatory practices, except such as may be the subject of litigation before this Commission or in the courts.

POSTING TARIFFS AT STATIONS.

The comprehensive terms of the act with regard to the posting of rate schedules at stations of carriers were apparently intended to serve the double purpose of thus affording shippers and patrons opportunity to ascertain for themselves the lawful charges for the service sought by or rendered to them, and of also guarding against the adoption or use of tariff rates or rules without giving full public notice thereof. The clear purpose of the law is that every person may have reasonable opportunity to gain through proper effort on his part full knowledge as to the rates published and charged by carriers.

In order that practicable and useful regulations and practices might be established authority was vested in the Commission to modify the terms of the act in this particular. One of the more important carriers has at this time as many as 15,700 tariffs in force, including those in which it has concurred. Less important carriers have correspondingly large numbers of tariffs. Manifestly a double file, or even a single file, of all of a carrier's tariffs (including those issued by others and in which it concurs) at each station and office would be utterly useless and confusing to the average seeker for information therefrom. Such a requirement would involve great expense for printing and extra employees with no corresponding good or benefit to either public or carriers; would have a tendency to reduce the number of joint tariffs and thus deprive shippers and travelers of many advantages of through routes now enjoyed and would necessitate the employment of men to stand constant guard over the tariffs if they were to be kept complete and in perfect order. The Commission has pursued investigation of this subject and has held public hearing thereon. The testimony of thousands of station agents is that it is but rarely (once or twice a year) that any person requests permission to see a tariff. This is no doubt largely accounted for by the fact that carriers generally furnish tariffs liberally to interested and regular shippers. Thousands of shippers have joined in requests upon the Commission to modify the provisions of the act and to not require the posting of a mass of tariffs that would be less useful than the old practices.

It is customary for patrons to ask the station or ticket agent for information as to rates and privileges in connection therewith, and

it is only proper that the employees should be well informed, have at hand for reference such publications as there is probability of their needing, and that they should give, courteously and willingly, any such information desired by any person. No seeker after such information should be required or requested to give any reason why it is sought.

There is apparent need at every station for full information as to rates from that station, and all of the tariffs that contain such rates should be there. The instances in which rates to a station are desired are principally confined to shippers who are furnished tariffs in which they are interested. The needs of others in this regard would seem to be provided for in the requirement as to the index of tariffs, which is included in the accompanying proposed order of the Commission.

It is believed that a file of tariffs in the care and custody of an agent, who will keep them in order and who will promptly furnish information therefrom and cheerfully give any assistance desired in referring thereto, will be of more real and practical use and benefit to the public than in any other form.

Therefore, in the expectation and belief that cordial cooperation of carriers will be had in carrying out the full spirit of the order, and subject to revocation or change by the Commission at any time, the Commission proposes to issue the following order, which is believed to be within the Commission's authority under section 6 of the act.

That by virtue of the provisions of section 6 of the act to regulate commerce the requirements with respect to posting rate schedules at stations and offices be, and the same are hereby, modified as follows:

Every carrier subject to the provisions of the act (excepting those to which special and specific modifications have heretofore been granted) shall place in the hands and custody of its agent or other representative at every station, warehouse, or office at which passengers or freight are received for transportation, and at which a station agent or a freight agent or a ticket agent is employed, all of the rate schedules which contain rates applying from that station, or terminal or other charges applicable at that station, including the schedules issued by that carrier or by its authorized agent and those in which it has concurred. Such agent or representative shall also be provided with all changes in, cancellations of, additions to, and reissues of such publications in ample time to thus give to the public, in every case, the thirty days' notice required by the act.

Such agent or representative shall be provided with facilities for keeping such file of schedules in ready-reference order and will be required to keep said files in complete and readily accessible form. He shall also be instructed and required to give any information contained in such schedules, to lend assistance to seekers for information therefrom, and to accord inquirers opportunity to examine any of said schedules, without requiring or requesting the inquirer to assign any reason for his desire, and with all the promptness possible and consistent with proper performance of the other duties devolving upon such employees.

Each of such carriers shall also provide and each of such agents or representatives shall also keep on file a copy of the current I. C. C. issue of complete index of the tariffs of that carrier.

Each of such carriers shall also provide, either in its index or indices of tariffs (provided for in Rules 11 and 31, of Commission's tariff regulations, Tariff Circular 14-A) or in separate publication or publications which will be kept up-to-date, be given I. C. C. numbers and be filed with the Commission, an index or indices of the tariffs that are to be found in the files at each of its several stations or offices. Such index shall be kept on file and be open to inspection at each station or office as hereinbefore provided. Such indices may be arranged under a system of station numbers and alphabetical list of stations.

Each of such carriers shall require its traveling auditors to check up each station's or office's file of tariffs, unless it employs one or more traveling tariff inspectors who will make such inspections and checks.

Each of such carriers shall also provide at at least one point on its line a complete file of all the tariffs which it issues or participates in, together with complete index thereof, which file will be in charge of an employee of the carrier who will give desired information with relation to the tariffs and desired assistance to those who may wish to consult such tariff file. This file of tariffs shall be open and accessible to the public during ordinary business hours and on business days.

Each of such carriers shall also provide and cause to be posted and kept posted in two conspicuous places in every station, waiting room, warehouse, or office at which schedules are so placed in custody of agent or other representative notices printed in large type and reading as follows:

"A complete public file of this company's tariffs is located at ———, in the city of ———. The rate schedules applying from or at this station and index of this company's tariffs are on file in this office and may be inspected by any person upon application and without the assignment of any reason for such desire.

"The agent or other employee on duty in the office will lend any assistance desired in securing information from or in interpreting such schedules."

At exclusive freight stations or warehouses and at exclusive passenger stations or offices carriers may, under this order, place and keep on file only the freight or passenger schedules, respectively, and in such cases the posted notices may be varied to read "The freight (or passenger) rate schedules applying from or at (or from) this station and index of this company's freight (or passenger) tariffs are on file in this office, etc."

Full compliance with this order is required in every instance not later than ———.

UNIFORM BILLS OF LADING.

A very important proceeding is pending before the Commission which is expected to lead to the adoption by the railroads of the country, upon the recommendation of the Commission, of a uniform bill of lading. This proceeding was originally instituted in November, 1904, upon petitions of the Illinois Manufacturers' Association and other trade and commercial organizations in Official Classification territory, complaining of the proposed enforcement by the carriers in that territory of certain changes in the so-called uniform bill of lading then generally used. After hearing, the Commission

suggested the appointment by the carriers and shippers represented of a joint committee to devise a suitable form of bill of lading and report the same to the Commission. Such a joint committee was appointed and, after numerous conferences at which the matters in question were given careful consideration, reported to the Commission, on June 14, 1907, a proposed uniform bill of lading. The petitioners and substantially all carriers in Official Classification territory having agreed upon and consented to the bill of lading form so submitted, the proceeding was thereupon enlarged to include carriers and shippers throughout the United States by an order calling upon all carriers subject to the act to show cause why the proposed form for bill of lading should not be approved and prescribed by the Commission as a just and reasonable regulation or practice to be observed by them in the future. In accordance with the Commission's order, objections to the proposed uniform bill of lading were presented to the Commission at a public hearing held on October 15, 1907. The entire record in this proceeding is now under consideration by the Commission, and a report in connection therewith will be made at the earliest practicable date. It is believed that carriers generally will adopt and put into use the bill of lading recommended by the Commission and that much practical benefit will thereby result to the shipping interests of the country.

UNIFORM CLASSIFICATION.

In the eleventh annual report of the Commission, the matter of uniform classification was treated at considerable length, and it was stated that a single classification was regarded as essential to insure compliance with the law and to promote greater economy in the administration and conduct of transportation. The view was also expressed that it was of interest and value to the carriers themselves.

It was further pointed out that the present diversity due to the various classifications results in many discriminations and losses, and that there is no single step that could be taken by the carriers which would go so far to insure the establishment of stable rates as the adoption of a single and comparatively fixed classification.

The situation as disclosed in the report referred to, of the lack of progress that had been made by the carriers in this connection in the preceding years, led the Commission to suggest that it be authorized and required to prepare such a classification, and to indorse the action which was proposed by a bill then pending in the Senate.

In reaching these conclusions the Commission was not unmindful of the work involved in making uniform the then existing Classifications, and took occasion to say: "To establish theoretical and to

some extent arbitrary classes, whether they number six or twenty-five, and to thereby provide rates for all articles which yield the necessary revenues for the carriers, do full justice to local interests and the whole country and satisfy the reasonable demands of shippers everywhere, is a task of great magnitude and presents many obvious and serious difficulties; * * * in the nature of the case there must be concessions and compromises, for it would be too much to expect that such a change in transportation methods could be effected without some friction and some losses." It was also stated that "it is evident the carriers themselves, by mutual concessions and through voluntary and harmonious action, can accomplish this reform with much less loss, embarrassment, and friction than will presumably result if Congress or some delegated tribunal establishes a classification for them."

The foregoing briefly sets forth the views of the Commission as to the desirability of a uniform freight classification; it also indicates the extent of the undertaking as well as the further view repeatedly expressed that the task is one which should be primarily left to the carriers to work out.

The Commission notes with distinct interest and satisfaction that definite steps have been taken by the carriers in different sections of the country, now operating under the three principal freight classifications, to establish a standard classification which shall take the place of the existing separate classifications. As the Commission is advised this work is now well in hand, the carriers from the different classification territories having assigned persons especially qualified for the work as their representatives on a committee which has been organized embracing the combined interests. A committee of executive officers of the same interests has also been formed, which will exercise supervision of the work to be performed by the committee first named.

From the foregoing movement, as well as from other information which has reached the Commission, it is quite evident that the carriers are impressed with the desirability of harmonizing the conflicting features of the existing classifications, for the convenience of the public as well as to bring about uniformity in the provisions of a classification, which are essentially direct factors in the charges for transportation, as also the stability in the latter which will necessarily follow under these arrangements; and it may be said that, under the organization which has now been perfected by the carriers, material progress may be expected in connection with this important matter.

INVESTIGATION OF EXPRESS COMPANIES.

On March 2, 1907, the Senate adopted a resolution directing the Commission to inquire, investigate, and report to the Senate whether certain express companies are engaged through their local or other agents in the business of buying, selling, or handling on consignment fruits, vegetables, and oysters entering into interstate commerce. In response thereto the Commission entered upon such an investigation and hearings have been had in the matter at Omaha, Nebr., Kansas City, Mo., and Chicago, Ill. On January 9, 1908, a further hearing will be held at Dallas, Tex. A report upon the facts will be made to the Senate at the earliest practicable date after the conclusion of the investigation.

THE COAL AND OIL INVESTIGATION.

Under date of January 25, 1907, the Commission transmitted to the Congress a partial report of its investigation of the subject of railroad discriminations and monopolies in the transportation of coal and oil, under the joint resolution approved March 7, 1906, and that report was published and somewhat widely distributed. Further reports upon this subject will be made as the investigation in different parts of the country is concluded. The matter is referred to in this report for the purpose of calling attention to and renewing the recommendations then made, which were as follows:

First. That every common carrier engaged in interstate transportation of coal be required to make public the system of car distribution in effect upon its railway and the several divisions thereof, showing how the equipment for coal service is divided between the several divisions of its road and how the same, in times when the supply of equipment does not equal the demand, is divided among the several mining operations along such road, and that the carrier further be required to publish at stated periods, and at each divisional headquarters upon its line of road, the system of car distribution in effect and the actual distribution made to each mining operation under such system.

Second. That where the capacity of the mines is the basis for the distribution of equipment, a fair, just, and equitable rating of the mines be required, and that provision be made for the representation of owners of the mines at the rating thereof.

Third. That after reasonable time carriers engaged in interstate commerce be prohibited from using "individual" or "private cars" for the handling of coal traffic; and further, that when a carrier is unable to furnish all the cars required by all the shippers upon its line, all cars in service on the road, excepting individual or privately owned cars until their use is prohibited, be treated as the equipment of

the company and subject to distribution according to the system or plan in effect at that time.

Fourth. That carriers engaged in interstate commerce be forbidden after reasonable time to own or have any interest, directly or indirectly, in any operated coal properties, except such as are exclusively for their own fuel supply, and that ownership, either directly or indirectly, by officers or employees of common carriers of any coal properties or any of the stock of coal companies along the line of road by which they are employed be forbidden.

THE UNION PACIFIC INVESTIGATION.

In a proceeding entitled "In the matter of Consolidations and Combinations of Carriers, Relations between such Carriers, and Community of Interests therein, their Rates, Facilities and Practices," the Commission conducted an investigation of certain transactions of the Union Pacific Railroad Company, including the acquisition of control of the Southern Pacific Company, the purchase of large amounts of stock of various railroad companies, and other matters of kindred import, and made a report thereon in July last which was published and distributed as are other reports of the Commission. The facts disclosed by the investigation may be summarized as follows:

The effect of the control of the Southern Pacific by the Union Pacific has been to unify and amalgamate the management of these two railway companies and their steamship lines, and to substantially eliminate competition between them in transcontinental business and in business to and from oriental ports.

The Union Pacific, as has been shown, controls the San Pedro, Los Angeles & Salt Lake Railroad, the stock of which is deposited in the hands of a trustee. This line was originally intended as an independent road, extending from Salt Lake, where it connects with the Union Pacific and with the Denver & Rio Grande, to Los Angeles and San Pedro, Cal. There is therefore no competition between this line and the Union Pacific and Southern Pacific.

It appears that the Union Pacific also owns \$10,000,000, par value, of the stock of the Atchison, Topeka & Santa Fe Railway Company, and about \$30,000,000 more is owned by individuals connected with the Union Pacific, making \$40,000,000, or substantially 17 per cent of the entire capital stock of the Santa Fe Company. Who owns this stock, outside of the \$10,000,000, Mr. Harriman declines to state. Two directors of the Union Pacific are also directors of the Santa Fe Company, and there is now a division of the oriental traffic by the Pacific Mail Steamship Company between the Union Pacific and the Santa Fe systems. It appears that there has also been a division of the fruit traffic between certain California territory and the East, each taking a certain percentage, and that north of San Francisco

the Union Pacific and the Santa Fe have joined and amalgamated their interests in the Northwestern Pacific Railroad, and that a joint control has been inaugurated similar to that of the Alton.

Prior to the acquisition of the Southern Pacific by the Union Pacific, the Denver & Rio Grande system, extending from Denver, where it connects with various lines to the East, to Salt Lake and Ogden, was given equal facilities over the Central Pacific, and thereby practically formed another transcontinental line. Since the amalgamation of the Union Pacific and Southern Pacific and the construction of the San Pedro road this line has been denied equal facilities in the receipt and transportation of freight over the Central Pacific and San Pedro lines. Its business, therefore, has decreased, and its ability to compete with the Union Pacific and Southern Pacific has been impaired. On this account the Gould lines are aiding the construction of another line from Ogden to San Francisco.

The joint control of the Alton Railway by the Union Pacific and the Chicago, Rock Island & Pacific Railway Company has undoubtedly eliminated competition between the Alton and the Rock Island between Chicago, St. Louis, and Kansas City.

If the policy of purchasing and controlling stocks in competing lines is permitted to continue, it must mean suppression of competition. In concluding that report the Commission made the following recommendations, which are now renewed, namely:

(1) The function of a railroad corporation should be confined to the furnishing of transportation. Railroads should not be permitted to invest generally in the stocks, bonds, and securities of other railway and of steamship companies, except connecting lines, for the purpose of forming through routes of transportation, including branches and feeders. It is in the interest of the public to facilitate the consolidation of connecting lines. The credit of a railway company is founded upon the resources and prosperity of the country through which it runs. Its surplus funds and credit should be used for the betterment of its lines and in extensions and branches to develop the country contiguous to it. The testimony taken upon this hearing shows that about 50,000 square miles of territory in the State of Oregon, surrounded by the lines of the Oregon Short Line Railroad Company, the Oregon Railroad & Navigation Company, and the Southern Pacific Company, is not developed; while the funds of those companies which could be used for that purpose are being invested in stocks like the New York Central and other lines having only a remote relation to the territory in which the Union Pacific system is located.

Railroad securities should be safe and conservative investments for the people. To this end the risks of the railroads should be reduced to a minimum. Everyone knows that railway securities fluctuate

more or less, according to the prosperity of the times, and also by reason of the wide speculation in such securities. It therefore adds an element of hazard to a railroad's capital and credit to have its funds invested in the stocks of other companies, thereby endangering its solvency and its ability to pay reasonable dividends upon its own capital stock. It is a serious menace to the financial condition of the country to have large railway systems fail to meet their obligations or go into the hands of receivers, and the object of legislation and administration should be to lessen the risks of railway investments.

(2) It is contrary to public policy, as well as unlawful, for railways to acquire control of parallel and competing lines. This policy is expressed in the Federal laws and in the constitutions and laws of nearly every State in the Union. We have examined the constitutions and laws of all the States, and find in about forty of them prohibitions against consolidation of capital stock or franchises of competing railways, or the purchase and acquisition by a railway of competing lines. Competition between railways as well as between other industries is the established policy of the nation. And while the acquisition of a small minority of the stock of a competing line might not decrease the competition, yet the acquisition of any considerable amount of stock, with representation on the board of directors of such railway, unquestionably has the effect of diminishing competition and lessening to that extent its effectiveness. So long as it is the policy of the General Government and of the States to maintain competition between naturally competing lines, the ownership of any stock by one railway in a competing railway should not be permitted, and such lines of railway should be prohibited from having any common directors or officers.

(3) The time has come when some reasonable regulation should be imposed upon the issuance of securities by railways engaged in interstate commerce. We are aware that in the construction of new lines of railway, developing new territory, it has been necessary in many instances to sell railway securities at large discount, and to sell bonds with stock bonuses, and even in such cases it has many times been difficult to raise the necessary capital. Men will not invest their money and take the risk for small rates of interest.

But this principle does not apply to old established railway systems having good credit. Such railways should be prevented from inflating their securities for merely speculative purposes. Railroads should be encouraged to extend their systems and develop the country. It is of the utmost importance, also, that railway securities should be safe and conservative investments for the public, and should yield good and ample return for the money invested. Reasonable regulation will tend to make them safer and more secure investments, and thereby benefit not only the railway companies but the public.

DECISIONS OF THE COMMISSION.

The principal rulings of the Commission during the past year, as set forth in its reports and opinions in contested cases, are summarized and indexed in Appendix B to this report. In addition, a separate and more extended statement of the decisions rendered in formal proceedings since our last annual report will be found below.

FREE PASSES AND FREE TRANSPORTATION.

On November 9, 1906, the Commission heard arguments of counsel for the Western Union and Postal Telegraph companies in support of their petition for a modification of the rulings of the Commission in regard to payment for transportation and issuance and use of free passes so far as they might control or govern certain contracts theretofore entered into between the petitioning telegraph companies and certain railroad companies, under which, and in consideration of the free telegraph service accorded by the petitioners over wires off the lines of the respective contracting railroad companies, the latter agreed to furnish free or reduced-rate transportation to such telegraph companies for the men, material, and supplies necessary in connection with the construction, operation, and maintenance of such telegraph lines off the lines of the respective contracting carriers and upon the rights of way of other carriers. Counsel for several railroad companies were also heard in support of the petition of the telegraph companies.

Contracts between telegraph companies and carriers for the maintenance of telegraph lines on the rights of way of railroads are *sui generis* and unlike any other contracts with carriers that have come to its attention. So far as the Commission could see, the full performance of such contracts by the carriers with whom they are made would not affect any public or private interest adversely. Nevertheless, the Commission knows of no provision of law now in force that vests it with any authority, or any clause in the law that affords it a reasonable ground, to differentiate "off the line" service by carriers for telegraph companies from the transportation of merchandise or any other form of property for private shippers. The mere fact that carriers, as a means of securing traffic, making arrangements with shippers, tracing their freight cars on the rails of other carriers, communicating with their agents in distant localities, frequently find it convenient to telegraph beyond their own right of way and are allowed by the telegraph companies to do so free or at reduced telegraph rates, does not make it lawful for a railroad company to grant to a telegraph company free or reduced-rate carriage for its officers, men, materials, or supplies destined for use in a telegraph service on the right of way of other carriers.

The Commission held that such contracts with telegraph companies may lawfully be entered into by a railroad or by a group of separately incorporated roads generally recognized as a "railway system;" and that, in consideration of the construction, maintenance, and operation of a telegraph line upon the right of way of such road or system of roads, which telegraph line such road or system would otherwise be compelled as an operating necessity to construct and maintain for itself, a carrier may accord to such telegraph company free or reduced rate transportation for such officers, men, materials, and supplies of such telegraph company as are required and necessary in connection with the construction, maintenance, and operation of such telegraph lines upon such carrier's own right of way or the right of way of such system of roads.

But the Commission also held that so much of any such contract between a telegraph company and a carrier as stipulates or contemplates that such carrier will furnish free or reduced rate carriage and transportation to the officials, employees, laborers, materials, or supplies of such telegraph company, in connection with the construction, maintenance, and operation of a telegraph line and service off the lines of such carrier and on the line or system of lines of any other carrier, and for the use and service of such other carrier or for such telegraph company, is unlawful under the terms of the act to regulate commerce. In its opinion no railroad or system of railroads can lawfully stipulate or contract with a telegraph company for the carriage of its officials, employees, or property for any greater or less or different consideration than that specified in the regularly published tariffs in effect at the time, except in connection with the construction, operation, and maintenance of a telegraph service on its own lines or system of lines.

On January 21, 1907, the Commission rendered a decision in the matter of the free transportation of newspaper employees on special newspaper trains.

The facts, as they appear on the petition and the accompanying documents, indicated that theretofore the New York, New Haven & Hartford Railroad Company had been furnishing the petitioning newspaper companies two special Sunday morning trains for the carriage of the Sunday editions of their newspapers to various points along the line of that road, Springfield being the final destination of one train and Boston of the other. In compensation for this special train service the railroad company had made a charge, apparently under a special contract, and not under any tariff schedule filed with the Commission, of 50 cents for each 100 pounds of newspapers so carried. By the terms of the contract between the parties the compensation agreed upon seems to have included free transportation for certain newspaper employees, whose duty it was to accom-

pany the papers so carried in order to assort and handle and make them up into packages for instant delivery as the train arrived at the various towns and villages along the line of the road to Springfield and Boston. The compensation agreed upon for this service seems also to have included the free transportation of such employees from Springfield and Boston back to New York on any available regular passenger train.

When the contract between the parties was about to expire and negotiations were pending for its renewal, counsel for the railroad company expressed the opinion that it would be illegal under the new law to continue to furnish free transportation for the newspaper employees or messengers that theretofore had accompanied the special trains for the purposes described. The newspaper companies declined to accept that view of the law, and in support of their protest against the discontinuance of such free transportation for their so-called messengers they then referred to and quoted from the Commission's Tariff Circular No. 5-A of October 12, 1906, where, in connection with an administrative interpretation of the law with respect to the right of carriers to issue free transportation to their own employees, the Commission said:

But the Commission does not construe the law as preventing any carrier from giving necessary free transportation to a person traveling over its line solely for the purpose of attending to the business of or performing a duty imposed upon the carrier.

The Commission was unable to concur in the view taken by the petitioners, and held that where the Congress has expressly enumerated special classes of persons or things that may be exempted and excepted from the operation of general provisions of a law, this Commission can not enlarge the excepted classes by mere construction and include in them persons or things not thus expressly named in the statute itself. The so-called caretakers of newspaper companies may not lawfully be granted the free transportation that is permissible under the act to regulate commerce to the caretakers of certain other kinds of traffic specifically enumerated in the act. A commodity rate can not be applied to the transportation of passengers or a passenger rate to the transportation of a commodity. Newspaper employees can not lawfully be carried on special newspaper trains under a commodity rate established for the carriage of newspapers, or at any rate other than one specified in a regularly published schedule of passenger rates.

The Frank Parmelee Company, incorporated under the laws of Illinois, petitioned the Commission for a construction of the law permitting railroad companies to exchange free transportation with transfer companies. The Commission, on March 25, 1907, in deciding the case held that while petitioner is a common carrier engaged in the city of Chicago in transferring passengers and baggage between

railroad stations and between such stations and hotels and private residences, and performs a service connected with interstate passenger traffic, yet it is not a carrier subject to the provisions of the act to regulate commerce. Section 1 of the act to regulate commerce, amended June 29, 1906, provides:

No common carrier subject to the provisions of this act shall, * * * directly or indirectly, issue or give any interstate free ticket, free pass, or free transportation for passengers except to its employees and their families, its officers, agents, * * * *Provided*, That this provision shall not be construed to prohibit the interchange of passes for the officers, agents, and employees of common carriers and their families.

The proviso clearly modifies the main clause, and is to be construed strictly. The words "common carrier" relate only to those referred to in the main clause, namely, common carriers subject to the act. While the petitioner, Frank Parmelee Company, not being subject to the statute, might doubtless give free transportation on its omnibus and baggage express wagons to whomsoever it wishes, no common carrier subject to the jurisdiction of that act can lawfully grant free transportation to the officers, agents, or employees of petitioner. Specific exceptions were noted in the act as to "baggage agents" entering trains near large terminals to arrange for baggage transfer.

The privilege of free transportation is one that is reluctantly surrendered when once it has been enjoyed. No provision in the new law was the subject of more appeals to the legislative authority before its enactment and none has been more frequently urged upon our attention since its enactment. Almost daily the Commission is called upon to examine some strained or forced construction of the antipass provision offered by some person or interest that has heretofore had the privilege of free passes. Our records are not free from petitions that in effect ask the Commission to so construe the law, by main strength, as it were, as to widen its terms and loosen its restrictions. These comments are not directed to this petitioner, whose application is made in good faith, but are made as justifying the application of the general rule that laws intended to correct abuses ought to be strictly construed. And the Commission must follow that precept unless the force and effect of this salutary provision is to be dissipated and practically destroyed. Moreover, it must be borne in mind that every extension of the privilege of free transportation casts an appreciable additional burden upon those who pay for their transportation and thus contribute to the earnings that carriers are entitled to as a just return upon the capital invested. The whole spirit of the act is that this burden should be distributed as equally and equitably as possible. Manifestly, therefore, and especially in view of the discussion accompanying its enactment, the antipass provision should receive a narrow rather than a liberal construction.

PARTY RATE TICKETS.

On April 8, 1907, the Commission in a case entitled *In the Matter of Party Rate Tickets*, held that party rate tickets can not be limited to particular classes of persons, but must be open to the general public. It will be seen from this opinion that under the holding of both our own and the English courts section 2 prescribes a rigid rule of action. If the circumstances and conditions of the carriage itself are the same the charge must be the same. The Commission was unable to see how the carriage of ten persons belonging to an amusement company, as a party, differs from the carriage of ten other persons, as a party, in the same train, at the same time, and between the same points; and it is therefore of the opinion that the party rate ticket must be open to the general public. It did not deem it necessary to discuss the question of policy involved since, in its opinion, the decisions of the Supreme Court precluded such discussion. It may be observed, however, that these party rate tickets are not confined to amusement organizations, nor to organizations at all. They are being extended to the movement of parties of beet weeders, of oyster shuckers, of hop pickers, of coal miners. Nor is it correct to say that no competitive element is involved. Whether the harvest field or the coal mine shall be without laborers may depend upon the manner in which these very tickets are granted. To allow railway companies to accord to different individuals a different rate, when every incident of the carriage itself is the same, simply by reason of difference in vocation of the passenger, would, in the opinion of the Commission, introduce a most dangerous practice. That the man who sings is a different kind of traffic from the man who talks or the man who delves is certainly a novel proposition. The circumstances and conditions surrounding the transportation of these different individuals may be entirely different, but the Supreme Court has explicitly defined the limits within which such difference of circumstances and conditions can be considered.

ALLEGED VIOLATIONS OF THE ANTITRUST ACT.

The lease by the Southern Railway Company of the South Carolina & Georgia Railroad was alleged in a complaint brought before the Commission in the case of the Warren Manufacturing Company and others against the Southern Railway Company and others to be cause of unreasonable rates. Upon this phase of the case on July 11 last the Commission held that the absorption of a competing line of railway by another in alleged violation of the statutes of a State is a matter within the control of the State courts and can be considered by the Commission only in its ultimate results of inducing unreasonable rates, and that the violation of the so-called

antitrust act by unwarranted agreements in restraint of trade by carriers of interstate commerce is not within the jurisdiction of the Commission, but only the correction of unreasonable rates which may be the purpose and effect of such illegal action.

In another case involving reasonableness of the rate on cotton piece goods from southern mills through Pacific coast points to the Orient, brought by the China & Japan Trading Company against the Georgia Railroad Company and others it was found by the Commission that the evidence of the trading company strongly tended to show that an illegal agreement to advance rates on cotton piece goods was entered into by transcontinental lines and that the advanced rates were established in consequence of that agreement. But the Commission decided that it was not necessary to pass upon that question, because if it were answered in favor of the trading company the Commission should still be of the opinion that this would afford no ground for either reducing the rate from southern mills or awarding reparation. The mere fact that the advance was the product of an unlawful combination will not justify the Commission in setting aside such rate if the Commission is of the opinion that such rate is not unreasonably high.

UNREASONABLE RATES.

A number of cases in which rates were alleged to be unreasonable were decided by the Commission during the past year. On June 24 the Commission rendered its decision in the case of Nobles Brothers Grocer Company and others against the Fort Worth & Denver City Railway Company and others. It appeared in this case that a certain defined territory in the northern part of Texas, commonly known as the Burnt district, takes from Kansas City and other Missouri River points lower rates than are made to the balance of the State. This was done in recognition of greater proximity to these Texas points. The class rates from Kansas City to Fort Worth, representative of the Burnt district, are higher than from Kansas City to Amarillo, though Amarillo is less than the average distance to the Burnt district. The Santa Fe system is rebuilding its road to Amarillo, which will soon be situated upon its main line. Upon this state of facts the Commission decided that the present class rates from Kansas City to Amarillo are unreasonable and unjust and that the commodity rates between said points should not exceed those from Kansas City to Fort Worth; but that the class rates from St. Louis to Amarillo may properly be higher than from St. Louis to Fort Worth. The grocer company's contention that Amarillo should be placed in Texas common-point territory was not sustained.

In the case of Dallas Freight Bureau against the Gulf, Colorado & Santa Fe Railway Company and others, decided June 10 last,

it appeared that the rates to Dallas, Tex., from certain mines on defendant carriers' lines in Indian Territory and southern Arkansas had lately been increased from \$1.25 to \$1.50 per ton on slack coal and from \$1.85 to \$2.10 per ton on mine-run coal. Upon complaint that the advanced rates on such coal were unreasonable, and request that the lower rates be restored, the Commission decided, under all the circumstances disclosed by the record and following former decisions of this Commission on the reasonableness of coal rates of these defendants in adjacent territory, that the rates from the mines taking the \$2.10 and \$1.50 rates to Dallas should not for the future exceed \$1.90 on mine-run and lump and \$1.40 on slack coal. As to the mines taking rates of \$1.85 and \$1.25 to Dallas, there should be some corresponding reduction, but as to these mines no order was made by the Commission. In this decision the Commission further held that while the revenue per ton per mile over other routes on other lines and to other destinations is often suggestive in arriving at a proper estimate of the reasonableness of a rate over a route complained of it is by no means conclusive. Varying conditions existing on different lines must of necessity justify differences in rates for hauls of the same distance. The real question in any such complaint is the reasonableness of a particular rate on the particular line between the particular points in question. In testing such a rate the rates on the same or adjacent lines in the immediate territory where the same conditions exist are of much greater significance and afford a much more accurate basis for the Commission's action.

Complaint in the case of the Roswell Commercial Club and others against the Atchison, Topeka & Santa Fe Railway Company and others, decided June 24 last, put in issue the reasonableness of rates between various points in the United States and Roswell, Artesia, Hagerman, and Carlsbad, in the Territory of New Mexico. The Commission decided in this case that the present class rates from Kansas City and St. Louis, Mo., Galveston, Tex., and Denver, Colo., to said points in New Mexico were unjust and unreasonable; that the commodity rates on grain and grain products from points in Kansas and Oklahoma; on lumber from points in Texas and Louisiana; on salt in sacks from Hutchinson, Kans., to said points in New Mexico; and on apples, alfalfa, and alfalfa meal from said points in New Mexico to Fort Worth, Tex., were excessive, and ordered reductions to be made.

On July 8, 1907, the Commission rendered decision in two cases brought by the Farmers, Merchants and Shippers' Club of Kansas, one against the Atchison, Topeka & Santa Fe Railway Company and others and one against the Chicago, Rock Island & Pacific Railway Company and others. The complaint in these cases in-

volved the reasonableness of the carriers' rates on grain from Wichita and other shipping points in Kansas to Kansas City, Mo., to Galveston, Tex., for export, and to various destinations in Texas for domestic consumption. The Commission found these rates to be unreasonable per se, and ordered that reductions ranging from 3 to 5 cents per 100 pounds be made. It appeared that the rates from said shipping points should be the same to Kansas City, Mo., as to Kansas City, Kans. After the complaint in these cases was filed the legislature of Kansas reduced 15 per cent the rates to the latter point, whereupon the railroads, after accepting said reductions, reduced correspondingly the rates to Kansas City, Mo. For these reasons the Commission took no action concerning the latter rates.

While the reductions ordered in these cases are considerable in amount, it is not believed that their effect upon the net revenues of these defendants will be serious. That we might have some opinion upon this subject, the carriers were requested by the Commission to furnish it with information showing the movement of grain from the Kansas City fields to the various markets. From the statements thus filed it appears that the bulk of the movement is to the Missouri River and that the direct movement from the field to Galveston for export is comparatively small. The Rock Island lines, for example, moved, in 1906, 2,969 carloads of wheat and 1,380 carloads of corn to the Missouri River, while they moved to Galveston for export but 624 carloads of wheat and 76 carloads of corn. Assuming that our average reduction amounts to 4 cents per 100 pounds—which is probably too high—and that 50,000 pounds is the average car loading, the total loss to the Rock Island Company would be \$14,000. The movement upon the lines of the Santa Fe is larger, having been, during the same year, to the Missouri River 5,918 cars of wheat and 1,007 cars of corn, and to Galveston 2,039 cars of wheat and 867 cars of corn. Upon the above assumption as to loading, this would involve a loss of \$68,120 to that system.

To these apparent losses are certain offsets. The export rate from Kansas City to Galveston has been advanced $1\frac{1}{2}$ cents. The Santa Fe moved from the Missouri River to Galveston for export in the year 1906, 1,270 cars; the Rock Island, 343 cars. The advance of $1\frac{1}{2}$ cents would apply upon this movement and would also probably extend in a measure to a certain part of the export movement which we have treated as a loss in all cases. Moreover, and more important still, the putting in effect of these new rates will doubtless tend to divert from Kansas City directly to Galveston considerable quantities of grain which hitherto have moved into the Missouri River over the lines of the carrier defendants and thence to some port of export by some other line. This will materially add to the revenue of these railroads and it is not at all clear that the putting in of these lower export rates

to the Gulf from Kansas points will not actually increase their receipts.

The questions involved in the case of the Territory of Oklahoma against the Chicago, Rock Island & Pacific Railway Company and others, decided July 8, 1907, are substantially the same as those which we have just considered. The territory involved lies immediately south of Kansas and is of the same general character. The traffic moves to Galveston over the same line and under the same circumstances. The considerations which controlled the disposition of those cases were held by the Commission to govern the disposition of this, and carriers' rates on wheat and corn shipped from points in Oklahoma Territory to Galveston, Tex., for export were found to be unreasonable and reductions in such rates were ordered.

It appeared in the case of Blackwell Milling & Elevator Company against the Missouri, Kansas & Texas Railway Company, decided March 7 last, that on shipments of flour and other grain products the railroad had in force certain rates for transportation between points on its own line and an arbitrary of 5 cents per 100 pounds to be applied in addition to its regular transportation charges to shipments received from connecting lines, but it discontinued imposition of the arbitrary on February 11, 1907. The Commission decided that the 5-cent arbitrary was unjust and unreasonable and awarded reparation to the Milling & Elevator Company.

It was insisted in this case that the Commission can not entertain complaints when the shipments were made between points in different Territories of the United States. Under the original act jurisdiction was given over shipments "from one State or Territory of the United States or the District of Columbia to any other State or Territory of the United States or the District of Columbia." These shipments were all made from a point in Oklahoma Territory to various points in Indian Territory, and it is therefore clear that without the amendment of August 28, 1906, the Commission had jurisdiction over the matters complained of. That amendment conferred jurisdiction over transportation entirely within a Territory, which was not given by the act before.

The complaint in the case of the Ponca City Milling Company against the Missouri, Kansas & Texas Railway Company, decided March 7, 1907, involved the same question as that of the Blackwell Milling Company case, and an order of reparation was granted against the carrier. In this case one of the shipments, from Ponca City to Hominy, was between two points in the Territory of Oklahoma. The Commission had no jurisdiction over this shipment at the date when it moved. But had this shipment moved subsequently to August 28, 1906, it would have been otherwise.

On March 7, 1907, opinion was rendered by the Commission in the case of Harrell against the Missouri, Kansas & Texas Railway Company. The complainant alleged the unreasonableness of the rate on coal from St. Louis, Mo., to Oklahoma City, Okla., as applied to shipments originating in West Virginia. Oklahoma City is situated 120 miles from McAlester, the center of the McAlester coal district. It is also within a comparatively short distance of the Arkansas and Kansas coal fields and much nearer the fields of Colorado and Missouri than that is to West Virginia. It is apparent that coal for fuel consumption at Oklahoma City could not be and ought not to be brought from mines 1,200 miles away. If the coal rates of the carrier are to be reduced in a way to be of practical benefit to the people of Oklahoma, the reduction should be in its rates from near-by mines and not in this rate from St. Louis.

The rate complained of is probably too high, but it would require a much more extended investigation than has been conducted in this case to show what that rate ought fairly to be. Since the question is at the present time of no practical importance to the complainant, and since the Commission is fully occupied in dealing with matters which are of practical importance, it has not seemed advisable to prosecute the investigation far enough to form an opinion. The complaint was therefore dismissed without prejudice to the right of the complainant or any other person to call in question the reasonableness of this same rate should that rate come to be of actual consequence in the future.

In Johnston against the St. Louis & San Francisco Railroad Company and others the Commission decided, on April 3, 1907, that the rates on coal from McAlester and Lehigh districts, Indian Territory, to Enid, Okla., are not, upon the evidence, excessive or unreasonable; but held that the carriers' coal rates from Sans Bois and Henryetta districts, Indian Territory, to Enid are excessive and unreasonable. For reasons stated in the opinion reparation was denied on shipments from the Sans Bois district, but was granted on shipments of coal from the Henryetta district. Upon the admission of Oklahoma as a State these rates were withdrawn from our jurisdiction, and in view of this fact we might perhaps have hesitated to express an opinion upon their reasonableness were it not that the complainant demanded reparation, which he could only obtain, apparently, by proceeding before this Commission.

Complainant contended in the case of Mitchell against the Atchison, Topeka & Santa Fe Railway Company and others that the railroads' rate of 28½ cents per 100 pounds for transportation of wheat from Oklahoma City, Okla., to Gainesville and Fort Worth, Tex., are unreasonable. On July 8, 1907, the Commission found such rate to be unreasonable and required the carriers to establish in lieu thereof a rate of 20 cents to Gainesville and a rate of 22 cents to Fort Worth. These communities are in such proximity that they are entitled to

have established between one another a reasonable rate which will permit the consumers at Gainesville and Fort Worth to buy in Oklahoma City and transport from there at a reasonable charge.

The case of Producers' Pipe Line Company against the St. Louis, Iron Mountain & Southern Railway Company and others, involving the reasonableness of rates on crude oil in tank cars from Nowata, Ind. T., to points in northern Texas, was on June 10 last dismissed by the Commission for want of prosecution. It is the manifest duty of those who institute formal proceedings before the Commission to prosecute their complaints with reasonable diligence. We must particularly insist that when a case has been formally assigned for hearing on a day certain the parties shall appear and present such evidence as they may wish to offer in support of their contentions, or in advance of the date set must request a postponement of the hearing on stated grounds showing good and sufficient cause for delay. In addition to the time and expense involved when a Commissioner or special examiner goes to the appointed place to conduct a proceeding, the Commission can not permit its docket to be clogged for an indefinite period of time with cases that are not being prosecuted by the complainants to a final conclusion with proper promptness.

On March 25, 1907, the Commission decided three cases instituted by the Johnston-Larimer Dry Goods Company. The first case was against the Atchison, Topeka & Santa Fe Railway Company and others and involved the reasonableness of defendants' 96-cent rate on cotton goods from various producing points in Texas to Wichita, Kans. Kansas City and St. Louis take a 50-cent rate from said Texas points and Omaha and Chicago 55 cents. The average distances range from 458 miles to Wichita to 1,038 miles to Chicago. Active market and carriers' competition exists for the sale and transportation of this traffic to the points other than Wichita, to which substantially agreed rates are maintained by the four carriers reaching that point from all markets. It appeared to the Commission that the present rates to Kansas City and other Missouri River points and to Wichita exclude Wichita jobbers from competition, and that a rate from Texas producing points to Wichita on cotton goods of 50 cents per 100 pounds would be highly profitable to the carriers and complainant. The 96-cent rate to Wichita was held to be unreasonable and unjust, and the carriers were ordered to put in effect a rate not exceeding 50 cents per 100 pounds. On June 10, 1907, the Commission denied motion of defendants for rehearing in this case.

The second of these cases was against the Wabash Railroad Company and others and involved the reasonableness of the rates on cotton goods from East St. Louis, Ill., to Kansas City, Mo.,

and from East St. Louis to Wichita, Kans., but the real question was the differential in rates from eastern markets to Kansas City and Wichita, which is 57 cents via all rail and 44 cents via rail and water routes in favor of Kansas City, the rail and water routes being via Galveston, Tex., and two of the lines passing through Wichita to Kansas City. The Commission found that the rate of 35 cents from East St. Louis to Kansas City is not excessive. The rate of 66 cents from Kansas City to Wichita is extremely high for the distance of 222 miles. For reasons stated in the decision the Commission declared that it would not benefit complainant at Wichita and might result to its disadvantage, and would involve a ruling either that rating cotton piece goods as first-class in the Western Classification is wrong or that the class rates between the Missouri River and Chicago are too high. No reason appears why the classification of cotton goods should be changed or the class rates reduced at that time. The rates from the East and the differential mentioned were not the subject of complaint, nor were the water and rail lines parties to the proceedings. The Commission therefore held that the complaint should be dismissed without prejudice.

The third of these cases was against the New York & Texas Steamship Company and others, wherein complainant alleged that the rate of \$1.61½ per 100 pounds on knit goods from New York and New York rate points via water and rail through Galveston, Tex., to Wichita, Kans., is unlawful. With this rate is compared the railroads' rate of \$1.31 on that traffic through Wichita to Topeka, Kans. The Commission held upon the facts of this case that the difference in rates is justified by competition for traffic to Topeka which does not exist and apply with like force at Wichita, and that the rate to Wichita is not, under the circumstances, shown to be unreasonable.

On June 3, 1907, the case of the Board of Trade of Kansas City, Mo., against the Chicago, Burlington & Quincy Railway Company and others was decided by the Commission. Complainant alleged that the carriers' reconsigning charge of \$2 per car on grain shipped to Kansas City, and from Kansas City to other markets, is unreasonable and unjust, as compared with reconsigning practices at St. Louis, Minneapolis, and Chicago. It appeared in this case that the cars are held by the carriers bringing grain into Kansas City on their "hold tracks" for inspection, sale, and reconsignment order, with forty-eight hours' free time before demurrage accrues. This involves additional service, labor, and expense to the carriers and is a valuable privilege to Kansas City dealers, involving also withholding cars from other shipments for the time so detained. This charge is absorbed by the carrier when the grain is reconsigned over its own line, and by other carriers when reconsigned over their line, when the destination is a competitive point with another line from Kansas City, except by the

Chicago, Rock Island & Pacific Railway Company, which makes no distinction as between competitive and noncompetitive destinations. It seems that when the grain is milled or consumed in Kansas City the billing is used by shippers to claim absorption of the charge on some other car that does go forward from Kansas City. Any reconsignment charge not absorbed by the carrier is charged back by the Kansas City dealer against the country shipper of the grain. Some roads do make a reconsignment charge at St. Louis and Chicago, and at Minneapolis a charge of \$2 per car, called a "running through charge," is assessed when a car is set at an elevator or a mill and is ordered to another destination without being unloaded. The Commission decided that such reconsignment privilege was apparently wholly in the interest of the grain dealers and of Kansas City as a market, that the reconsignment charge of \$2 per car as applied by defendants was not excessive, unjust, or discriminatory, and that the complaint should therefore be dismissed. .

In dismissing the complaint in the case of R. R. Shiel & Company against the Illinois Central Railroad Company and others the Commission, on June 17 last, decided that the privilege of stopping hogs in transit, shipped from western points to the East, in order that they may be sorted and reconsigned under the through rate from point of origin, can not be enforced against carriers in favor of any single point or shipper, in the absence of lawfully established tariffs making such privilege open to the public at large. In this decision the Commission held that to whatever extent long-previous existence of lower rates in actual use may justify an inference or presumption that they are sufficiently high, the mere publication of such rates, under which there has been no appreciable movement of traffic, is not conclusive proof that they are reasonably remunerative to the carriers. All privileges accorded on shipments in transit and which affect the value of the service performed must be published in the tariffs, and reparation based on breach of contract for a privilege which was not mentioned in the tariffs must be denied the shipper, because its allowance without publication was in violation of law.

In the case of the Society of American Florists and Ornamental Horticulturists against the United States Express Company, decided May 1, 1907, the Commission rendered an opinion upon the unreasonableness of express rates on cut flowers. It appears that the rates of the United States Express Company on cut flowers from Somerville and Chatham, N. J., Allentown, Philadelphia, Hillside, and Dorrance-ton, Pa., to New York City prior to May 1, 1906, were graduated from 50 to 75 cents per 100 pounds and on empty boxes returned from New York City to said points were graduated according to weight from 5 to 25 cents each. On May 1, 1906, the rates on cut flowers were increased to \$1 per 100 pounds and the rates on empty

boxes folded flat were graduated from 50 to 75 cents per 100 pounds and on empty boxes not folded flat the rates were made \$1 per 100 pounds. The complaint alleged that the advanced rates were excessive, and the Commission so found.

An express company can not justify a rate which, in comparison with other rates, is excessive and unreasonable by showing that it gives a service that is exceptionally expensive, where the burden of the rate charged therefor falling upon the shipper, increases an already sufficient return to the railroad. Such company is entitled to charge a reasonable amount for the service which it gives, and this service, being partly rendered by its own agents and employees and partly rendered by railroads, it can not justify a rate by the production of its own contracts made with the agent and the railroad.

To pay the agent a commission instead of a salary and to pay the railroad a percentage instead of a fixed amount or a mileage or a tonnage may be, practically, a very satisfactory arrangement between the express company and the railroad and the agent; but from the standpoint of the public such an arrangement can not be held to support the reasonableness of any rate which the express company may choose to charge. What if the express company had contracted with its agent to pay him 50 per cent of all gross receipts or with the railroad to pay 90 per cent of such receipts?

Such contracts are entirely between the parties themselves. They are not in the nature of fixed charges because they are not fixed. They move upon a sliding scale, dependent entirely upon the rates. And it would be against the highest public policy to permit rates to be controlled by such contracts, because such practice must inevitably tend to promote the increase of rates on express service. The railroads could, through such contracts, control the rates to be fixed by the express companies, and it would be to their interest always to increase rates so long as the traffic would move thereon, for thereby their portion of the receipts under the contract would be increased. From all the facts before the Commission it appeared that 60 cents per 100 pounds would be a reasonable rate on cut flowers from the Chatham district to New York and that a similar increase of 10 cents over and above the rates existing on April 30, 1906, to the other points here involved would likewise be just and reasonable and that the merchandise rate should apply on empty boxes "not folded flat" on the return trip from New York.

The case of Eber De Cou against the Pennsylvania Railroad Company and others, decided May 29 last, drew in question the reasonableness and justness of defendants' rates on grain, flour, and feed from Chicago and other western points of origin to Pemberton, N. J., with particular reference to the rates from the same points to Mount Holly, N. J. The difference in through rates at the date of the com-

plaint on said commodities from such western points to Mount Holly and Pemberton was 5 cents, Mount Holly taking the rate to New York and Pemberton, 6 miles east, the New York rate plus 5 cents. Prior to February, 1903, the Mount Holly rate was the New York rate plus 3 cents, and for a long period the differential against Pemberton in favor of Mount Holly was 2 cents. The Mount Holly rate was reduced on account of developed water competition. Under the 5-cent differential complainant could save about $2\frac{1}{2}$ cents per 100 pounds by shipping to Mount Holly and teaming to Pemberton. After the hearing the Pennsylvania Railroad Company put in a tariff naming a reconsignment charge of $2\frac{1}{2}$ cents per 100 pounds from Mount Holly to Pemberton. It seemed to the Commission that the through rate to Pemberton as compared with the rate to Mount Holly was excessive and subjected complainant and Pemberton itself to unreasonable prejudice and disadvantage, and it ordered that the through rate to Pemberton should not exceed the New York rate plus 2 cents per 100 pounds, and should not be at any time more than 2 cents above the rate to Mount Holly.

The complainant in the case of Rau against the Pennsylvania Railroad Company and others, decided June 17 last, ships bags from Newark, N. J., to Stanley, Luray, and Greenville, Va., over a line composed of the Pennsylvania Railroad, Cumberland Valley Railroad, and the Norfolk & Western Railway. These empty bags are shipped in less than carload quantities and are used in carload shipments of ground bark from such Virginia points to Newark and other points in that vicinity. Upon the bag shipments from Newark a rate of 38 cents per 100 pounds was charged, while on complainant's competitors' shipments of bags from Newark to Barboursville and Charlottesville, Va., via the Pennsylvania Railroad and Southern Railway, a rate of 22 cents was in force. This difference in rates resulted from the use of different freight classifications. Bags are classified in the Official Classification as third class less than carloads, and in the Southern Classification as fifth class less than carloads. As a rule, a given article transported a given distance under the Southern Classification takes a higher rate than when it is transported for the like distance under the Official Classification; but the rates involved in this proceeding constituted an exception to that general rule. From all the facts before the Commission it appeared that the rate of 38 cents per 100 pounds on empty bags in less than carloads from Newark to Stanley, Luray, and Greenville, over the route mentioned, was unjust and unreasonable, and the Commission ordered a rate of 22 cents per 100 pounds to be put in between said points over said connecting lines.

On June 24, 1907, the Commission decided the case of the Pacific Coast Jobbers and Manufacturers' Association against the Southern

Pacific Company. In this case the association challenged the right of the Southern Pacific Company to charge and collect a State toll of 5 cents per ton as a specific and separately stated part of its transcontinental rate to San Francisco, Cal., when no such toll is paid by the carrier. The Southern Pacific Company charged this additional toll upon all westbound business entering San Francisco, irrespective of the route by which such traffic entered the city.

The title to the land which constitutes the water front of the city and county of San Francisco is in the State of California, and the general charge and management of this water front, and of the docks and wharves erected along the same, are in the board of State harbor commissioners, which is vested by law with the right to collect charges for dockage, wharfage, and tolls, and to fix and regulate the rates of dockage, wharfage, cranage, tolls, and rents for the use of the same. In accordance with this power, the board of State harbor commissioners has fixed a schedule of tolls upon merchandise passing over the State premises, ranging proportionately downward from 5 cents per ton to 1 cent on 400 pounds or less.

The Southern Pacific Company contended that it is entitled to make this charge upon a shipment which does not cross the bay because it may properly impose on transcontinental business any rate, not unreasonable in itself, which it can get in competition with water carriers, and therefore may include in its rate an amount equivalent to the State toll, because the water competition which it has to meet must always be compelled to meet the toll charges of the State. This argument is adroit, but does not appeal to us as conclusive. The tariff would make it appear that this toll charge was actually imposed upon all freight entering San Francisco. This, we perceive, is not the fact. Moreover, all eastbound freight leaving San Francisco is not subject to this charge, at least as a toll charge, no matter by what route it goes. A tariff or schedule of transportation rates does not conform to the law which makes the rate charged as set forth in the tariff dependent upon one or more factors which do not enter into the transportation as the same is actually conducted. The railway company was ordered to cease and desist from making any charge for toll at San Francisco when such toll charge was not actually paid by the carrier.

The A. J. Poor Grain Company filed complaint against the Chicago, Burlington & Quincy Railway Company and others, averring that the carriers' rates for the movement of wheat from Nebraska points through Denver to California terminals were unreasonable and unjust, but it appeared that complainant's chief object in filing this petition was to recover reparation for alleged overcharge on four cars of wheat. On July 8 last the Commission rendered an opinion in this case.

It appeared from the testimony that an agent of the initial carrier informed the grain company that 55 cents per 100 pounds was the rate in force and would apply to its shipments, but upon the arrival of the cars at destination freight charges were collected at the rate of 75 cents per 100 pounds, which was the lawfully published through rate. The difference between the rates actually collected on the shipment and the 55-cent rate quoted by the principal defendant to the complainant was the basis claimed for reparation.

It was urged on behalf of the Poor Grain Company that the mistake of the freight agent of the Chicago, Burlington & Quincy Railway Company in quoting to it a rate of 55 cents, and thus leading it to make a purchase of the four carloads of wheat for shipment to destination upon the basis of that supposed rate, was an act of negligence, involving the grain company in a considerable loss which the principal defendant ought to be required to make good.

The same contention has been made in other cases, resting upon similar facts, that have been heard before the Commission and the courts. But under the decisions of the Supreme Court of the United States in *Texas Pacific Railway Company v. Mugg*, 202 U. S., 242, and *Gulf, Colorado & Santa Fe Railway Company v. Hefley*, 158 U. S., 98, the question of the liability of carriers for the mistakes of their agents in quoting freight rates to shippers seems not to be open to further discussion. In the former case an agent of the railroad company who ought to have been advised of the lawful rate inadvertently quoted to plaintiff a rate on a shipment then in contemplation that was lower than the published rate; in the latter case an agent of the defendant railroad company not only named to the plaintiff a rate lower than the lawfully published rate, but inserted the erroneous lower rate in the bill of lading that was issued for the movement. In each case the Supreme Court of the United States held that the published tariff controlled, and that the lawfully published rate was the rate to be applied and collected on the shipment, notwithstanding the erroneous quotation of another and a lower rate; and of necessity no other conclusion was possible if the integrity of this regulative legislation is to be preserved.

The published rate governing transportation between two given points, so long as it remains uncanceled, is as fixed and unalterable either by the shipper or by the carrier as if that particular rate had been established by a special act of Congress; and when regularly published, it is no longer the rate imposed by the carrier, but the rate imposed by the law regardless of the rate quoted or inserted in a bill of lading; the published rate must be paid by the shipper and actually collected by the carrier. The failure on the part of a shipper to pay or of the carrier to collect the full freight charges, based upon the lawfully published rate for the particular movement between the two

given points, constitutes a breach of the law and will subject either one or the other, and sometimes both, to its penalties. Not even a court may interfere with a published rate or authorize a departure from it when it has voluntarily been established by the carrier. *Texas Pacific Railway Company v. Abilene Cotton Oil Company*, 204 U. S., 426. While shippers largely rely upon the rates quoted by freight agents and billing clerks, the law charges them with knowledge of the lawful rates; and they will not be heard, before this Commission, to claim the benefit of a lower than the lawful rate on the ground that some railroad clerk has made a mistake in quoting a lower rate for a particular shipment. To permit shippers to impute negligence to carriers in quoting rates and on that ground to enjoy the rate quoted instead of paying the lawfully published rates would open a way for the payments of rebates and might, in practical results, work a repeal of the law.

The only matter, therefore, remaining for the Commission to consider in this case was whether the rate of 75 cents is a reasonable rate, and if not, what would be a reasonable rate to California terminals from Nebraska common points. After fully considering the testimony in the case, the Commission decided that such rate over the route named is unreasonable and excessive. It is manifestly so as compared with the through rate of 55 cents on corn over that route, and a through rate of 55 cents on both corn and wheat from Nebraska points via the Union Pacific and Southern Pacific to those destinations. The Commission held that any rate on wheat over the route in question from these points of origin to California terminals in excess of 65 cents per 100 is unreasonable, and granted reparation to complainant on its shipment on that basis. On October 18, 1907, motion for rehearing in this case was denied.

In the case of Waxelbaum & Company against the Atlantic Coast Line Railroad Company and others, decided June 4 last, involving the reasonableness of transportation and refrigeration charges on peaches from Macon and Atlanta, Ga., to Philadelphia, New York, Washington, and Baltimore, the Commission held that the carriers' rates per 100 pounds for the transportation of peaches, other than refrigeration, from Macon and Atlanta, to wit, 81 cents to Philadelphia and New York and 78 cents to Baltimore and Washington, and their refrigeration charge of 12½ cents per crate of 42 pounds, minimum carload of 550 crates, between such points, were unreasonable and unjust. The practices of the carriers in using one minimum carload requirement for transportation service other than refrigeration and a different minimum carload for refrigeration service was also declared unreasonable and unjust. The Commission decided that the rate for the transportation other than refrigeration to Philadelphia and New York on carload shipments of peaches

should not exceed 76 cents per 100 pounds and to Baltimore and Washington 73 cents per 100 pounds, such rates to apply on a carload minimum of 20,000 pounds for 36-foot cars and 22,500 pounds for 40-foot cars, and that the refrigeration charge on such shipments should not exceed 11 cents per crate of 42 pounds and apply on a carload minimum of 476 crates for 36-foot cars and 535 crates for 40-foot cars.

In this case the Commission held that under the act to regulate commerce, as amended, carriers subject to its provisions may not lawfully refuse transportation as therein defined, but they must, upon reasonable request, afford the same upon established rates filed and kept posted as required by law. The jurisdiction of the Commission and the purposes of the law can not be defeated by the omission or failure of carriers to include in their schedules and to keep posted and open to public inspection the rates, fares, and charges for the entire service, both transportation proper and refrigeration, which under the law they are bound to provide.

Complainant in the case of Southern Grocery Company and Holmes-Hartsfield Company against the Georgia Northern Railway Company, of Georgia, and others, decided June 24 last, alleged that the railroad rates, which were higher from Louisville, Cincinnati, Memphis, and Nashville to Moultrie, Ga., than from the same points of origin to Tifton, Valdosta, Quitman, Thomasville, and Fitzgerald, Ga., were unreasonable and unjustly discriminatory. The Commission, upon the record made in this case, decided that the circumstances and conditions surrounding the transportation of freight by the carriers from such points of origin to Moultrie were not substantially dissimilar from those surrounding the transportation from such points of origin to said other nearby Georgia points. The practice of charging such higher rates to Moultrie was condemned as unreasonable, unlawful, and unjustly discriminatory. The Commission considered that the just and reasonable practice would be to charge for such transportation to Moultrie the same rates from such points of origin as are charged therefrom to Tifton, Valdosta, Quitman, Thomasville, and Fitzgerald.

On May 1, 1907, decision was rendered in the case of the Enterprise Manufacturing Company and others against the Georgia Railroad Company and others. It appeared that the carriers' rates on cotton goods and cotton waste from Georgia and South Carolina points to San Francisco and other Pacific coast terminal points are \$1.15 per 100 pounds in carloads and \$1.65 in less than carloads on cotton goods, and \$1.12½ per 100 pounds in carloads and \$1.61 in less than carloads on cotton waste. In 1896 the rates on cotton goods were \$1 per 100 pounds in any quantity, and on cotton waste 90 cents in carloads and \$1 in less than carloads. The

rates on cotton goods from New York and Boston to such Pacific coast points are \$1 in carloads and \$1.50 in less than carloads, and on cotton waste \$1.10 in carloads and \$1.50 in less than carloads. The Commission decided, upon complaint of unreasonableness of the rates from such southeastern points to the Pacific coast, that upon the present record such rates are not unreasonable. The fact that such rates from the southeastern States are higher than those obtaining from the New England States does not in and of itself establish the unreasonableness of the higher rates, as the conditions existing at the two localities are dissimilar. The New England mills, which suffer by the competition of the more favorably situated southern mills from the standpoint of production, are entitled to such advantage in rates as they have from being situated at points closer to ports where cheap water competition has been established to the Pacific coast points of consumption.

The similar case of the China & Japan Trading Company and others against the Georgia Railroad Company and others was decided on May 31 last. This case involved the reasonableness of rates on cotton piece goods from southern mills through Pacific coast points to the Orient, as compared with the rates on said commodity from the New England mills over the same route. The rates from the New England mills are 85 cents per 100 pounds and from the southern mills \$1.25 per 100 pounds. The Commission, following its decision in the Enterprise case above quoted, declined to sustain the complaint.

In the case of the Riverside Mills against the Southern Railway Company and others, decided July 11 last, it appeared that the carriers' rate on cotton waste in bales, a by-product of cotton goods, from Augusta, Ga., to New York, was 41 cents per 100 pounds, or the same as their rate on cotton goods between the same points, though cotton waste is considerably less in value and involves much less risk and expense in transportation than cotton goods. Upon this state of facts the Commission decided that cotton waste should be transported at less rates than cotton goods, and that no higher rate than 35 cents per 100 pounds should be charged for its transportation by defendants, sea and rail, from Augusta to New York.

The Commission, on July 11 last, dismissed the complaint in the case of the Warren Manufacturing Company and others against the Southern Railway Company and others. In this case complaint was made of the rate of 41 cents per 100 pounds by sea and rail from Augusta, Ga., to New York on cotton piece goods as unreasonable to the extent of 4 cents per 100 pounds; but the Commission did not feel justified from the testimony in ordering a reduction of the rates complained of. Among other things, in this case, the Commission declared that the long continued carriage of any article of

freight at certain rates, while establishing a presumption that such rates are reasonable and remunerative, is not alone conclusive, but to carry such presumption must show a settled practice or policy. Where a rate is comparatively the lowest in its territory on a given article of freight, and by reason thereof has been made the basis of reductions from competitive points, it will not be further reduced on the ground alone that it had at stated periods in the past been somewhat lower, unless it be shown that it is unreasonably high for the service performed.

On July 11, 1907, the case of the American Fruit Union, of Cincinnati, Ohio, against the Cincinnati, New Orleans & Texas Pacific Railway Company was decided. The complaint alleged that the rates of 18 cents per crate for transportation and 9 cents for refrigeration of strawberries from Chattanooga, Tenn., and points on defendant's line of railway between Chattanooga and Oakdale, in the State of Tennessee, to Cincinnati, Ohio, were excessive because of the failure of the railway company to furnish the expedited service in consideration of which the higher charges were agreed to. It appeared that in conference between officials of the carrier and representatives of certain of its patrons it was agreed that higher rates would be charged and paid for the transportation of strawberries in consideration of special expedited trains upon which they would be hauled and by which they would be delivered for the early morning market. On account of reconstruction and improvement work upon and along the line of the carrier it was unable to furnish the expedited service agreed upon and which it had furnished for several years. The shippers contended that if the expedited service was not provided the higher rate should not obtain. The Commission decided that if a carrier charges and a shipper agrees to pay a higher charge in consideration of special or expedited service, and the carrier fails to furnish the service so agreed upon, it can not lawfully and properly demand the higher compensation. This principle is recognized in contracts between the Federal Government and the railways for fast mail service, and by the railways in connection with their excess fare, limited passenger trains. In both instances carriers forfeit a part of the compensation if they fail to make the time agreed upon. Defendants' rate on strawberries in carloads, under refrigeration, from Chattanooga and points on its line between Chattanooga and Oakdale, Tenn., to Cincinnati was found by the Commission to be unreasonable and ordered to be reduced to 22 cents per crate of 24 quarts, with a minimum carload of 450 crates per car. Reparation was awarded to injured shippers because of such unreasonable rate on strawberries during the season of 1907.

A case involving the reasonableness of rates on coal and pig iron from Birmingham, Ala., to Cordele, Ga., entitled Tomlin-Harris

Machine Company against the Louisville & Nashville Railroad Company and others, was decided by the Commission on May 1 last. It appeared that the rates on coal and pig iron were \$1.70 per short ton and \$2.75 per long ton, respectively, and from Birmingham to Macon, Ga., were \$1.60 per short ton and \$1.65 per long ton, respectively, Cordele being a nearer point. The Commission held, upon the facts shown, that the coal rate was not unreasonable or discriminatory, but that the pig-iron rate was unjust and excessive, and the railroads were ordered to put in a rate of \$2.15 per long ton on pig iron from Birmingham to Cordele.

In the case of Railroad Commission of the State of Arkansas against the St. Louis & North Arkansas Railroad Company, decided June 24 last, the reasonableness of an interstate passenger rate was contested on the ground that it exceeded the passenger rate per mile on the same line between intrastate points. Passenger rates in Arkansas, fixed by State authority, were 3 cents per mile on all roads above 75 miles in length. On interstate travel on defendant's line the rate amounted to considerably more, and in some instances to 6 $\frac{2}{3}$ cents per mile.

While these rates seemed high to the Commission and much in excess of the average passenger rates, the conditions and situation of this road are very peculiar for a road of its length. It is practically without branches, unfinished, and without southern connections which are necessary alike to enable it largely to increase its business and to satisfactorily serve the public. Having recently defaulted in the payment of its interest charges and in consequence been reorganized, it is still a question as to whether it will be able to meet its obligations in the future. It is to be hoped that if it does it may soon reach a point when these rates can and will be reduced with reasonable certainty that its solvency will not thereby be impaired. While the Commission was not sure that a reduction of rates might not result in equal or greater revenues from the passenger traffic, it hesitated for the present, under all the circumstances, to make an order in this case which might have a contrary effect, and the complaint was therefore dismissed.

On April 9, 1907, the Commission rendered a decision in the case of the Van Camp Burial Vault Company against the Chicago, Indianapolis & Louisville Railway Company and others. It appeared that the carriers classified cement burial vaults with iron burial vaults as second-class freight in less than carloads, and applied second-class rates thereon. The Burial Vault Company contended that this was an unjust classification of cement vaults and resulted in unreasonable rates, and unduly discriminated in favor of iron vaults. The cement vault is about four times heavier and occupies but little more space in the car than the iron vault. In carload

shipments the railroads classified cement vaults as fifth-class and iron vaults as third-class freight. The risk of breakage in the carriage of the cement vaults is insignificant, and their value and the value of the materials used in their construction is much less than in the case of iron vaults. The cement vaults are also made with unskilled labor, while iron vaults require skilled mechanics and a plant with machinery and tools. The Commission decided that under such circumstances the carriers should charge not to exceed third-class rates on shipments of cement burial vaults from Indianapolis, Ind., to points reached by defendants' lines in Official Classification territory.

Another case involving unjust classification arose in the case of the Stowe-Fuller Company against the Pennsylvania Company and others, and was decided by the Commission on June 24 last. The complaint in this case was directed solely against differences in the railroad rates on fire, building, and paving brick from Empire, Strasburg, and other points in Ohio to New York City and other eastern destinations, but no attack was made upon the reasonableness of the rates on either kind of brick except as involved in the claim that any difference in the rates for the different kinds is unlawful. It appeared that these classes of brick took different rates. The Commission decided upon the facts and circumstances of the case that no such distinction between these three classes of brick exists as justifies a difference in rates. They are made of the same material, come out of the same kiln, are nearly alike in color, and are of the same size and weight. To hold otherwise would be to promote false billing by the shippers and to require carriers to make a practically impossible examination into the use to which each shipment of these brick was put.

In this case the Commission also declared that classification must be based upon a real distinction from a transportation standpoint. Aside from the difficulty in learning what use the brick would be put to upon reaching their destination the Commission can not regard a classification as scientific, or a difference in rates as well based, which is altogether founded upon a distinction that has no transportation significance. Such a differentiation, if permitted and extended throughout the various classes of freight, would lead to an almost endless multiplication of rates, which could find no excuse save the use which might be made of the article transported.

The question of demurrage charges arose in three cases before the Commission during the past year. In one case, that of Waxelbaum & Company against the Atlantic Coast Line Railroad Company and others, above quoted, it was held that the carriers' demurrage charge of \$5 per day for detention of refrigerator cars by shippers, after expiration of twenty-four hours' free time, was not shown upon the record to be unreasonable or unjust; and in another case,

that of Mason against the Chicago, Rock Island & Pacific Railway Company, decided March 25 last, the Commission declared that it is without authority to fix rules or regulations for reciprocal demurrage. In the third case the carrier's right to exact demurrage charges from a packing company on cars used by the carrier in transporting the packing company's traffic while the cars are standing on a siding owned and operated by the carrier, which was constructed by it for the sole use of the packing company, was held by the Commission on October 7 last, in the case of the Cudahy Packing Company *v.* Chicago & Northwestern Railway Company, as not being affected by the fact that the cars are owned by the packing company.

In the case of the Frederick Brick Works against the Northern Central Railway Company and others, decided September 24, 1906, it was held that the carriers' class rate of \$3.80 per ton on brick in carloads from Frederick, Md., to Elberon, N. J., 236 miles, applied on shipments made by complainant in January, 1906, was unreasonable and unjust, and the complainant was awarded reparation based on the difference between such rate and the rate of \$2.75 per ton put in effect by the railroads pending the controversy.

On July 10 last the Commission rendered its decision in the case of the Dallas Freight Bureau against the Missouri, Kansas & Texas Railway Company and others. This case involved the reasonableness of certain rates from St. Louis to Dallas, an enterprising commercial center in the northern part of a common-point territory of Texas. It appeared that traffic moved from interstate points to destinations in the Texas common-point territory under a system of rates that obtains in no other part of the United States of equal extent. In general, all points in this vast area take the same rates from many given points of origin on or east of the Missouri and Mississippi rivers. A change in the rates to one common point necessarily involves an extensive disturbance of rates to other common points, or must tend to disrupt the common-point system upon which commercial conditions in Texas are based. A controversy that questions the reasonableness of rates to one common point ought therefore to be presented in all its aspects and receive the fullest consideration before action is taken. The record disclosed no sufficient basis for an order and the Commission dismissed the complaint without prejudice.

The complaint in the Albany Produce Company against the Chicago, Burlington & Quincy Railway Company, decided by the Commission on October 8, 1907, drew in question the reasonableness of the rate on coal of \$1.25 per ton from the Centerville district, Iowa, to Albany, Mo., in itself and as compared with the coal rate to St. Joseph, Mo. After the case was submitted the rate to Albany was reduced to \$1 per ton. The Commission held that, as the record failed to show that

the \$1.25 rate was unreasonable in itself, or that the present rate of \$1 is excessive, or that the facts and circumstances disclosed unjust discrimination, the complaint should be dismissed.

In the case of the Paper Mills Company against the Pennsylvania Railroad Company and others, decided October 14, 1907, the question arose as to the lawfulness of the carriers' refusal to apply their carload rates to the transportation of mixed carloads of paper bags and wrapping paper from Baltimore, Md., to points in Southern Classification territory.

The record showed that carload rates are applied on mixed carloads of the articles in question where the transportation is controlled by either the Western or the Official Classification, and that practice may or may not be lawful. That question was not then before the Commission for determination. But the record also showed that the practice has existed in the Western and Official territories for many years, while it has never prevailed in southern territory, and where a regulation pertaining to transportation has been in force during a long period of time business interests become so adjusted thereto that any abrupt and material change is almost certain to produce undue and therefore unlawful discrimination. Upon the circumstances disclosed by the record in this case the Commission decided that the carriers' refusal to apply their carload rates to shipments of wrapping paper and paper bags in mixed carloads was not unlawful.

On October 18, 1907, the Commission rendered its opinion in the three cases of Harth Brothers Grain Company against the Illinois Central Railroad Company and others, A. Waller & Company against the Illinois Central Railroad Company and others, and Waller, Young & Company against the Illinois Central Railroad Company and others. It appeared in these cases that for several years the carriers maintained uniform rates on shipments of grain and kindred products to Atlanta, Ga., and points beyond, from a group of towns on their lines, beginning on the north with Henderson and Uniontown, Ky., and including Morganfield, Henshaw, Corydon, Grove Center, and other near-by points; but on December 15, 1904, the carriers increased their rates to said destination points by adding 4 cents per 100 pounds on all shipments originating at any point in the group described except Henderson and Uniontown. This gave to Henderson and Uniontown lower rates than those applicable from the intermediate points. On April 5, 1905, the carriers canceled the increased rate from the intermediate points, restoring the former rates, and thus again putting all points in this group upon an equal rate basis. Shippers filed petitions to obtain reparation on their shipments of hay and grain made from said points under the increased rates. The carriers stipulated that they would submit to a reparation order on the basis of 3

cents per 100 pounds on all shipments made during the period of the effectiveness of the higher rate. Upon that basis final adjustment of the controversy was agreed to and reparation orders aggregating \$1,333.28 were entered.

In the case of the Enterprise Manufacturing Company and others against the Georgia Railroad Company and others, decided October 8 last, the Commission again approved the rate of \$1.25 per 100 pounds applying to the transportation of cotton goods from southern mills via Pacific ports to Asiatic ports, and held that natural advantages of location are neither to be enlarged nor minimized by the Commission.

On the same date the Commission rendered decision in the case of the Farmers Warehouse Company against the Louisville & Nashville Railroad Company. It was the opinion of the Commission that the rate of 22 cents per 100 pounds applying on shipments of salt in carloads from New Orleans, La., to Cullman, Ala., was unduly excessive and that a rate of 20 cents per 100 pounds for such transportation would be just. The Commission declared further in this case that it does not follow, as matter of course, where the Commission finds that the ends of justice require the reduction of a rate complained of that reparation must be ordered on shipments previously made.

At the hearing of the complaint in the case of the Lead Commercial Club against the Chicago & Northwestern Railway Company and the Chicago, Burlington & Quincy Railway Company, decided October 7 last, it was disclosed that substantial reductions in rates on all classes of commodities from Chicago and Omaha to Lead were made in tariffs in press. It also appeared that the building of new lines had injected into the situation a competition which would probably affect further reductions. Tariffs subsequent to the hearing and prior to rendering the decision contained the reductions referred to, and in view of them and the probable effect of the new competition, the Commission held that under the circumstances and upon the record in this case no order changing the rates should now be made, and therefore dismissed the complaint.

In the case of Wiemer & Rich against the Chicago & Northwestern Railway Company and others, decided November 6 last, involving minimum weights on shipments of hay from Ledyard, Iowa, to Minneapolis, Minn., the Commission decided that it was not reasonable that carriers unable to supply shippers with sufficient cars of large or average capacity should make such minimum loading requirements as can not be practically complied with as to the smaller cars in order that they may obtain as much earnings from shipments therein as from those in the larger and superior cars.

On March 13, 14, and 17, 1906, the Cambria Steel Company shipped 1,560,340 pounds of steel rails from Johnstown, Pa., to Seattle, Wash., with freight charges at the rate of \$13 per gross ton, aggregating \$9,746.52, assessed under the rules prescribed by the Master Car Builders' Association, which are enforced by the initial carrier, the Baltimore & Ohio Railroad Company, prohibiting the loading of 60-foot steel rails on twin cars to a greater weight than 75 per cent of the marked capacity of the cars. Upon arrival of shipments at destination additional charges of \$2,779.40 were collected by the terminal carrier, the Great Northern Railway Company, covering that part of the haul from Kankakee to Seattle, under its rules providing that the minimum carload weight should be the marked capacity of the car. The Cambria Steel Company filed petition before the Commission against the Great Northern Railway Company, and upon the foregoing statement of facts the Commission held that the rule or regulation of the defendant company, whereby freight charges were collected upon a higher minimum loading requirement than the practice of the carriers governed by the Master Car Builders' Association rules would permit, was unreasonable and unjust. This rule having been modified subsequent to the movement of the shipments in question, no order is made in regard thereto. The shipper was awarded reparation in the sum of \$2,433.04, on account of unreasonable charges collected on shipments specified herein. This decision was rendered on November 6, 1907.

The Commission in the two cases of the Laning-Harris Coal & Grain Company against the Atchison, Topeka & Santa Fe Railway Company, decided November 4, 1907, held that the act in specific terms provides that a common carrier shall not be required to give the use of its tracks or terminal facilities to another carrier engaged in like business. In the absence of tariff provisions to the contrary, the transportation rate shown in a carrier's tariff on a certain commodity to a given point is understood to include delivery only to industries or unloading points located upon its own rails. If a consignee or owner of shipments desires delivery at a point located on the line of another carrier he must pay the lawful charge for such service. The shipper in these cases alleged that the carrier's published rate on grain to Kansas City included delivery at any point in Kansas City desired by the shipper, whether on the line of this particular carrier or on the lines of any other carrier; but the Commission declared that this contention possessed no merits and dismissed the complaints.

On November 4, 1907, the Commission rendered decision in the case of Leonard against the Chicago, Milwaukee & St. Paul Railway Company. Five other cases were decided in the same report, as they involved an identical question. It appeared in these cases

that in the transportation of coal by the carrier to Kansas City the consignee desired delivery on the lines of other carriers which assessed a switching charge of \$3 per car. At one time the carrier absorbed such switching charge in its transportation charge, later discontinued the practice, and subsequently resumed it. The complaints alleged that inasmuch as the carrier indulged in the practice and after discontinuance resumed it that it has committed itself to the unreasonableness of requiring shippers to at any time pay said switching charge, and therefore reparation was asked for switching charges paid during the period when the carrier required that such charges should be paid by shippers. The reasonableness of the charge of \$3 per car for the service performed was not attacked, and no substantial showing was made as to the difference in commercial conditions which might have obtained. The Commission declared that to support the contention of the shippers in these cases would be to say that transportation charges must in every instance remain at a fixed figure or be reduced by the carrier at the peril of being called upon to respond in damages on all charges that have before that time been collected under the rates so reduced. It was admitted that no discrimination as between shippers was indulged in in the application of the tariff charges and no showing was made in these cases that the tariff charges were unjust or unlawful. The complaints were dismissed.

The complaint in the case of the A. M. Fellows Coal & Material Company against the Missouri Pacific Railway Company, decided November 4 last, alleged that the rate on coal from the mine at Jewett, Kans., to Kansas City, Mo., was unjust and unreasonable, but the record showed that the rate was the same as from other mines in the same field and that it was fixed in accordance with an established relation of rates on coal from other producing points to the same market. It also appeared that the rate complained of could not be changed without disturbing rates on coal, not only from other neighboring mines but from all the coal-producing centers the product of which is sent to Kansas City. The Commission dismissed the complaint in this case, holding that under the circumstances an order declaring such coal rate unreasonable was not justified upon the record.

In the case of the Missouri & Kansas Shippers' Association against the Missouri, Kansas & Texas Railway Company, decided November 4 last, the Commission declared that it is essentially an administrative body, and that in the examination of formal complaints it ought to get at the real substance of the issue presented, unembarrassed by technical considerations. In this proceeding, based on an infraction of section 4 of the act, a merely theoretical or paper rate that has not been used and was unknown to the carrier until casually discovered

will not be accepted as affording a just basis for an order for reparation on shipments made to an intermediate point at a slightly higher rate.

On November 4, 1907, the Commission rendered its decision in the case of the Morse Produce Company against the Chicago, Milwaukee & St. Paul Railway Company and others. The burden of the defense was borne by the Chicago, Milwaukee & St. Paul Railway Company. It appeared that that carrier's rate on butter and eggs from Granite Falls, Minn., to Chicago, Ill., was 59 cents per 100 pounds in carload lots, while its rate from Pipestone, Minn., to Chicago was 47 cents per 100 pounds, although Granite Falls is 41 miles nearer Chicago, but on a different branch of the road. The Commission held that the Chicago, Milwaukee & St. Paul Railway Company's rate was unreasonable and unjust and should not exceed 47 cents per 100 pounds.

McLaughlin Brothers brought complaint before the Commission against the Adams Express Company. The facts in the case disclosed that the express company's rate per car for the transportation of horses from New York to Columbus was \$200, from Columbus to Kansas City \$350, from Columbus to St. Paul \$350. The rate per car from New York to St. Louis was \$300, from St. Louis to Kansas City \$150, from New York to Chicago \$250, and from Chicago to St. Paul \$200. It thus appeared that the total charge from New York to Kansas City when a shipment was stopped at St. Louis was \$450, but when it was stopped at Columbus the total charge was \$550. Similarly the charge from New York to St. Paul was \$450 when the shipment was stopped at Chicago, and \$550 when the shipment was stopped at Columbus. The Commission in deciding this case, on November 4 last, held that the rate of \$350 per car from Columbus to Kansas City and Columbus to St. Paul was unjust and unreasonable and should not exceed \$250 per car.

In the case of the Commercial Club of Santa Barbara, Cal., against the Southern Pacific Company and others the commercial interests of the city of Santa Barbara asked that they be given the benefit of terminal rates on westbound transcontinental shipments, and based their petition upon the contention that the transportation conditions and circumstances obtaining in that city are similar to those which exist at other Pacific coast cities in the State of California to which such rates are voluntarily extended by the rail carriers; but the Commission held that from the facts disclosed by the record there is no real, potential, compelling competition between the transcontinental rail carriers and those carrying similar traffic by water which affects directly the rail rates obtaining at Santa Barbara, and that therefore the complaint should be dismissed.

CONCESSIONS OF RELIEF BY CARRIERS PENDING THE CONTROVERSY.

Complaints in 14 cases involving various alleged violations of the act were dismissed upon complainants' request by the Commission during the year, because, pending the controversy, the defendants had complied with the complaints to the satisfaction of complainants. These cases are:

Ohsman & Effron against the Chicago, Rock Island & Pacific Railway Company and others, decided March 25, 1907, involving rates on scrap iron in carloads from Cedar Rapids, Iowa, to Chicago, East St. Louis, and St. Louis.

McRae Grocery Company and W. B. Folsom against the Southern Railway Company and others, decided April 8, 1907, involving class rates to McRae and Helena, Ga., from northeastern cities.

Holcomb-Hayes Company against the Illinois Central Railroad Company, decided April 29, 1907, involving the rates on cross-ties from Hopkinsville, Ky., to points in Illinois.

Hale-Halsell Grocery Company against the Missouri, Kansas & Texas Railway Company, decided May 1, 1907, involving rate on sugar in carloads from New Orleans to McAlester, Ind. T.

Wilhoit against the Missouri Pacific Railway Company and another, decided May 6, 1907, involving rate on oil originating at Pittsburg, Pa., from East St. Louis and St. Louis to Joplin, Mo.

Wilhoit against the Missouri, Kansas & Texas Railway Company, decided May 6, 1907, involving rates on refined oil from Erie, Kans., to Joplin and St. Louis, Mo.

National Petroleum Association against the Pennsylvania Railroad Company and others, decided May 13, 1907, involving rates on petroleum and its products from certain points in Pennsylvania and Ohio to Pacific coast terminals.

National Petroleum Association against the Pennsylvania Railroad Company and others, decided May 13, 1907, involving rate on petroleum and its products from Oil City, Pa., to Freeport, Ill., via Chicago.

Manufacturers' Club of Terre Haute against the Louisville & Nashville Railroad Company and another, decided May 13, 1907, involving rates on coke from points in Kentucky and Virginia to Terre Haute, Ind.

Miller Brothers against the Atchison, Topeka & Santa Fe Railway Company, decided May 27, 1907, involving rates on hogs and cattle from Bliss, Okla., to Kansas City and St. Joseph, Mo.

Wilhoit against the Missouri, Kansas & Texas Railway Company, decided May 27, 1907, involving rate on refined oil from Erie, Kans., to Springfield, Mo.

George D. Hope Lumber Company against the Missouri, Kansas & Texas Railway Company, decided June 17, 1907, involving rate on coal in carloads from Mineral, Kans., to Freeman, Mo.

Amarillo Gas Company against the Atchison, Topeka & Santa Fe Railway Company and others, decided June 17, 1907, involving rates on crude petroleum and fuel oils from Indian Territory and Kansas points to Amarillo, Tex.

Sioux City Commercial Club against the Chicago, Milwaukee & St. Paul Railway Company and others, decided June 24, 1907, involving class rates from Chicago to Sioux City, Iowa.

ESTIMATED WEIGHTS.

Two cases questioning the reasonableness of estimated weight arose during the past year. In the case of Payne against the Atchison, Topeka & Santa Fe Railway Company, decided June 7, 1907, the complaint alleged that the railway's carload rate on apples from Kansas City, Mo., to El Paso, Tex., was unreasonable in that under the Western Classification an arbitrary weight per barrel of apples is imposed which is approximately 20 pounds in excess of the actual weight of each barrel. At the hearing of the case the carrier offered to amend its tariffs covering shipments of apples to Texas so that the rate shall be applied to actual weight and offered to make reparation on the shipment complained of. The complainant accepted the offer and the complaint was dismissed.

The other case involving the justness of estimated weight was that of White & Company against the Baltimore & Ohio Southwestern Railroad Company and the Baltimore & Ohio Railroad Company, and was decided on July 8, 1907. The complaint in this case alleged that the carriers' carload rate on apples from certain points in Illinois to New York City was unreasonable in that an arbitrary weight greater than the actual weight was imposed, but subsequently the railroads amended their tariffs so as to make them apply to the actual weight on such apples. The Commission has recognized the right of carriers, in order to facilitate the movement of business, to fix an estimated weight upon certain standard packages upon which a rate is based. This estimated weight is taken into consideration in the making of the rate itself, and of such estimated weights shippers have the right to complain before this Commission and secure relief; but it was held that the facts in this case did not justify a holding that the estimated weight complained of was a violation of the act. Reparation was denied and the complaint dismissed.

ELEVATOR CHARGES.

On April 9, 1907, the Commission rendered a decision In the Matter of Allowances to Elevators by the Union Pacific Railroad Company. This proceeding was a rehearing on the petition of the Chicago Great Western Railway Company, the Chicago, Burlington & Quincy Railway Company, and the Atchison, Topeka & Santa Fe Railway Company of an original inquiry set forth in detail in a former report and opinion of this Commission. After reviewing the testimony adduced on the rehearing the Commission decided that an allowance made to a shipper of grain, who furnishes elevation service under an arrangement with a carrier, is a rebate and an unlawful discrimination when it involves a profit over and above the actual cost to such shipper of the service rendered, but it is not a rebate when the allowance does not exceed the actual cost. The arrangement between the Union Pacific Railroad Company and the Peavey elevators at Council Bluffs and Kansas City is not in itself unlawful, but the allowance of $1\frac{1}{4}$ cents per 100 pounds paid by the railroad company to these elevators controlled by the Peavey interests, who are large shippers of grain and own practically all the grain going into the elevators, was in excess of the actual cost of the service, and was a rebate and therefore unlawful. The Commission ordered that such allowance be reduced and shall not exceed three-fourths of a cent per 100 pounds.

Elevation is defined as unloading grain from cars or grain-carrying vessels into a grain elevator and loading it out again after a period of not to exceed ten days. It does not include "treatment" or grading, cleaning, and clipping of grain. Retention in an elevator beyond ten days becomes storage and is not part of the service of elevation as that word is used in the statute. The law recognizes elevation as a facility which the carrier may provide and this authorizes the carrier to grant grain elevation at destination or while the traffic is in transit, subject only to the restriction imposed by the act that elevation, like any other service offered by the carrier to shippers, must be open to all on equal and reasonable terms. Since a carrier subject to the act to regulate commerce is entitled to provide elevation for grain shipments, such carrier may either construct and operate the elevator itself or furnish elevation by arrangement with the owner of an elevator; and the amount of compensation paid by the carrier to the owner of an elevator rendering the service is of no concern to shippers or to other carriers, unless it operates to affect the rates charged by the carrier upon the grain traffic or by some device a portion of the allowance is returned to shippers and thus becomes a rebate.

It appeared in the case of the City Council of Atchison, Kans., against the Missouri Pacific Railway Company and others, decided

April 29, 1907, that the carriers granted certain free services in the elevation, transfer, mixing, cleaning and other handling of grain at Kansas City, Mo., and Argentine, Leavenworth, and Kansas City, Kans., which were withheld by them at Atchison, Kans., to which point they have established the same rates as those in force at said other cities.

The Commission decided that if free elevator service is granted by defendants at Kansas City, Leavenworth, or Argentine and is withheld at Atchison, it clearly gives those favored that much advantage in the handling and marketing of grain. The same is true of any free service rendered by a carrier in connection with the transportation of grain for which otherwise the shipper would be required to pay. The defendant carriers and others have voluntarily made Kansas City, Mo., Atchison, Kansas City, Argentine, and Leavenworth, Kans., common points as to rate making, and they must not now discriminate unjustly as between them to the great disadvantage or irreparable injury of markets and business enterprises which with their assistance and cooperation have been built up and established on the reasonable expectation that common rates and substantially equal privileges would be continued. The Commission therefore ordered that the railroad should not grant or furnish at Kansas City, Mo., Kansas City, Leavenworth, or Argentine, Kans., any elevator allowance or free service in connection with the elevation, transfer, mixing, cleaning, clipping, drying, weighing, storage, loading out, or shipment of grain which is not granted or furnished at the same time in like service or equivalent allowance to the same degree and extent at Atchison.

On June 28 last the Commission denied defendants' motion for rehearing in this proceeding.

COMPRESSION OF COTTON IN TRANSIT.

Two decisions involving the question of undue discrimination caused by the compression of cotton in transit were made by the Commission during the past year.

The first of these is the case of the Muskogee Commercial Club and Muskogee Traffic Bureau against the Missouri, Kansas & Texas Railway Company, and was decided on July 8 last. The matter complained of in this decision was the practice of the carrier of hauling "flat" or uncompressed cotton through and out of Muskogee, Ind. T., to South McAlester, Ind. T., for compression at that point, while refusing at the same time to haul "flat" cotton through and out of South McAlester for compression at Muskogee. It appeared that the carrier's rules for compression of cotton in transit allowed uncompressed cotton, on demand of shippers, to be taken out of Muskogee and points north, including the Tulsa division, for compression at

South McAlester, but did not allow uncompressed cotton to be taken out of or through South McAlester for compression at Muskogee. A large portion of the cotton grown in the territory tributary to Muskogee is sold in the East, and is always compressed before being loaded for the long haul. Under the practice of compressing at South McAlester, uncompressed cotton originating at Muskogee and points north was hauled by the Missouri, Kansas & Texas Railway Company to South McAlester, unloaded at that compress, compressed, reloaded, and then hauled back over the same line of railroad, passing again through Muskogee to defendant's eastern terminus, involving an extra service of 124 miles for which the carrier received no compensation. The Commission decided that the railway's rule for compression of cotton resulted in undue prejudice against Muskogee, and that the carrier should grant all the privileges to one compression point herein considered that it grants to the other.

The fact that a compress company has another compress at Fort Smith and threatens, unless the foregoing preference is given to its compress at South McAlester, to divert its cotton traffic to another railroad, does not in the opinion of the Commission justify discrimination in the rules or practices of defendant, as the competition described is not the character of competition that relieves from the operation of the statute. The question of compression of cotton in transit is not one with which a railroad may deal entirely as it sees fit and without respect to the effect which its practices have upon the transportation of cotton. Either the carrier must publish a rate upon uncompressed cotton and another rate upon compressed cotton and divorce itself entirely from the matter of compression, or else such compression as is given by the railroad becomes subject to the jurisdiction of this Commission; and where a railroad company declares a policy which allows compression of cotton in transit at the nearest point it can not vary that rule so as to give certain shippers the opportunity to avoid it and thereby receive an advantage which is not given to shippers generally.

In the second case, the Commercial and Industrial Association of Union Springs, Ala., against the Central of Georgia Railway Company, decided July 10, 1907, it was alleged, first, that the carrier refused to apply and protect the through rate from points of origin to points of ultimate destination on cotton shipped into Union Springs, there compressed, and again shipped out; second, that being interested itself in compresses at Montgomery, Columbus, Troy, Eufaula, and other points, it hauled uncompressed cotton which it received on its line at and near Union Springs away from that place to the other points mentioned, sometimes in the reverse direction from ultimate destinations, for the purpose of having the cotton compressed in transit, while it refused any allowance either

to the compress or to the shipper in case the cotton was compressed at Union Springs.

The testimony did not support the first alleged discrimination above stated. The through rates from point of origin of the uncompressed cotton to ultimate destination were applicable whether the cotton be stopped at Union Springs or any other point for compression. The facts developed as a basis for the second alleged discrimination above stated are conceded to be in a measure true. This practice, however, was thought to be justified by defendant carrier upon the ground that compression is done for the sole purpose of securing economic transportation and may or may not be necessary, dependent upon whether the cotton is to be transported a long or a short distance, and that neither the grower nor the consumer, but only the carrier, is interested in such compression. The Commission held that the reasonableness of the practice of considering compression of cotton in transit as an incident of transportation, and therefore a matter wholly within the discretion and control of the carrier as to the instruments employed, neither the grower nor the consumer being directly interested, could not be determined without a general investigation covering the whole field of production and markets, and could not be decided on an insufficient inquiry at a single point. The complaint was therefore dismissed without prejudice.

UNDUE DISCRIMINATION IN RATES AND FACILITIES.

Undue discrimination in rates.—On March 7, 1907, the Commission rendered decision in the case of Durham against the Illinois Central Railroad Company. The complaint alleged that a rate of 21 cents per 100 pounds on brick machinery in carloads from Lochland, Ky., to East St. Louis, Ill., compared with the rate of 15 cents for the longer distance over the same line from Louisville, Ky., to East St. Louis was unreasonable, Lochland being 8 miles nearer the point of destination. It appeared that the rate from Louisville was fixed under competition by rail and by water.

The question presented by this case was one which has been often before the Commission and which has been frequently ruled upon by the courts. Assuming, as we must in this case, that the rate from Louisville to East St. Louis is fixed by competition over which the defendant has no control, it is evident that the rate from Lochland can not be higher than the local rate from Lochland to Louisville plus the rate from Louisville to East St. Louis. The defendant carries only about 2 per cent of the traffic between Louisville and East St. Louis. If it were to withdraw from that business entirely, so that it maintained no rate between those points, the complainant would be in no respect benefited, since he would be obliged to ship his traf-

fic into Louisville and by that route to East St. Louis. If the rate charged from Lochland to East St. Louis was unreasonable, it should have been reduced and the complainant awarded reparation, but the Commission could not find that it was.

Following the decision of the Supreme Court of the United States, the Commission held that the carrier may meet the rate at Louisville without reducing its intermediate rates to the same level, and that it is not in violation of either the third or fourth sections in charging the higher rate from Lochland.

In the case of the Texas Cement Plaster Company against the St. Louis & San Francisco Railroad Company and the St. Louis, San Francisco & Texas Railway Company, decided March 25, 1907, it appeared that the rate per 100 pounds on cement plaster in carloads from Quanah, Tex., to St. Louis, Mo., 728 miles, was 18 cents, and to Kansas City, Mo., 571 miles, 13 cents, while on cement plaster in carloads from Cement, Okla., 602 miles, a rate of 10 cents, and to Kansas City, 445 miles, a rate of 8 cents were maintained. These rates were alleged to unlawfully discriminate against plaster shipped from Quanah. It also appeared that the St. Louis & San Francisco Railroad Company made the rate from Cement to enable plaster from that point to compete with other plasters in the St. Louis and Kansas City markets. The cost of transportation is not greater over the line from Quanah to Cement than from Cement to St. Louis, and it seems that defendants would make the same profit if they hauled Quanah plaster at the same rate per ton per mile that is applied from Cement. The rate from Quanah is over the connected lines of defendant, but the St. Louis, San Francisco & Texas Railway Company is controlled by the St. Louis & San Francisco Railroad Company, and both are operated as one system.

The Commission decided that the rates from Quanah to St. Louis and Kansas City were unlawful; that a rate per 100 pounds not exceeding $10\frac{1}{4}$ cents from Quanah to Kansas City and not exceeding 12 cents from Quanah to St. Louis should be maintained by the railroads so long as the rates per 100 pounds to Kansas City and St. Louis from Cement are 8 and 12 cents, respectively, and that in case of change in said rates from Cement the rate from Quanah to Kansas City should not be more than 128 per cent of the rate from Cement to Kansas City, and the rate from Quanah to St. Louis should not be more than 120 per cent of the rate from Cement to St. Louis. Complainant was awarded reparation. The Commission further held in this case that a railroad company can not arbitrarily determine that a particular mill shall compete in a certain market with other localities and that other mills on its lines shall not so compete, particularly where the discrimination is not justified by operating conditions.

The case of the Omaha Grain Exchange against the Union Pacific Railroad Company was decided on March 25 last. The railroad company had in force a rate of 1 cent per 100 pounds, minimum charge \$5 per car, for transferring grain in carloads from Council Bluffs, Iowa, to Omaha and South Omaha, Nebr. Its rate for transferring grain from Omaha and South Omaha to Council Bluffs for delivery upon its own tracks was \$2 per car, which was put in to induce construction and maintenance of a modern and capacious elevator on its line in Council Bluffs, and a higher rate was charged by it on grain transferred to Council Bluffs for delivery to elevators or industries on other lines. The delivery of grain by the railroad in Omaha or South Omaha is for industries or elevators on other lines, for which, under car-service rules, it must allow such other lines \$2 per car per diem rental. The grain rates from the west to Omaha, South Omaha, and Council Bluffs are the same, while from the east the rates to Council Bluffs are less than to Omaha or South Omaha. The charge from Council Bluffs and South Omaha was complained of as unjust and unreasonable; but the Commission held that the complaint should be dismissed.

In another case the Howard Mills Company complained against the Missouri Pacific Railway Company and others, alleging that the carriers unduly discriminated against Kansas millers in favor of California millers by exacting rates for the transportation of flour which were 10 cents greater per 100 pounds than the rates contemporaneously exacted by them for the transportation of wheat from Wichita and other shipping points in Kansas to points in California known as "Pacific coast terminals." It was also alleged that rates were exacted for the transportation of flour which were 35 cents per 100 pounds greater than the rates contemporaneously exacted by them for the transportation of wheat from said shipping points to Phoenix, Ariz. The Commission held that under the circumstances and conditions disclosed by the record in this case, and following decisions of this Commission in other similar cases, the flour rates between said shipping and destination points should not exceed the wheat rates between such points by more than 7 cents per 100 pounds. There is no inflexible requirement that rates upon grain and the products of the grain should be, under all circumstances, the same, but rather that carriers may, in just regard for their own interests or to meet special conditions, vary those rates within narrow limits. When once the relation has been established, business developed, and money expended upon the strength of it, then the carrier can not, in the absence of some specific reason, change that relation; nor would this Commission direct a change. This decision was rendered June 24 last.

In the case of Desel-Boettcher Company against the Kansas City Southern Railway Company and others, decided June 24 last, it appeared that for the purpose of naming rates to various points in Texas stations upon the Kansas City Southern Railway are grouped in territories. Coming south from Kansas City all stations up to but not including Siloam Springs are in Kansas City territory, while Siloam Springs and stations for a certain distance south are embraced in Little Rock territory. The railway companies transferred Siloam Springs from Little Rock territory into Kansas City territory. The Desel-Boettcher Company alleged that this change, resulting in an advance of the rates on green apples in carloads from 49 cents to 58 cents per 100 pounds from Siloam Springs to Houston, Tex., was unwarranted; but the Commission decided that as Siloam Springs is in the apple-growing district the change to the Kansas City group did not result in undue discrimination. Group rates must of necessity result in a certain amount of discrimination, but they should produce as little discrimination as possible.

The Commercial and Industrial Association of Union Springs, Ala., complained against the Louisville & Nashville Railroad Company and a number of carriers, alleging that Union Springs was unduly discriminated against in rates from St. Louis, Nashville, and Memphis when compared with the rates from said points to Columbus, Opelika, Eufaula, and Montgomery. The complainant demanded that Union Springs be placed by the carriers in the same group with Columbus and Montgomery, and though the conditions are not the same, there is much to be said in support of this contention. But in view of the construction of the statute by the Supreme Court of the United States that the carriers may and the Commission must in the adjustment of rates give due consideration to competition whether by rail or water or of markets, and that the greater charges for shorter distances than for longer ones, even over the same line in the same direction, the shorter being included in the longer, made with due regard to the existence of competition at the longer distance point and the lack of it at the shorter, or having regard to the degree of potency of such competition at the respective points, is not unreasonably discriminatory and therefore not forbidden by law, the Commission found it difficult to discover any basis to condemn the rates in question as unduly discriminatory. This decision was rendered on July 11 last.

On the same date the Commission rendered its decision in the case of Quimby and others against the Clyde Steamship Company and others. It appeared in this case that class rates from North Atlantic ports were the same to a group of suburban mills as to Augusta, Ga., for ten or twelve years before the absorption of

the South Carolina & Georgia Railroad by the Southern Railway Company. Subsequent to such absorption the long-existing rates to these suburban points of Aiken, Graniteville, Langley, and Blackville, S. C., from Boston, Providence, New York, Philadelphia, and Baltimore were increased by the concerted action of the carriers, though the mill group is still recognized on shipments in the opposite direction. This grouping system is still effective to the extent of classing together some of these suburban points which are as far apart as Augusta is from the nearest. Water lines by way of the Savannah River secure most of the freight of the heavy and bulky classes for these mills, and a restoration of the Augusta rates to these suburban points would divert much of this traffic to defendant lines, and thus increase their revenue.

The Commission decided that the present class rates from the points of origin to said South Carolina points, excepting Blackville, were unreasonable and unjust in so far as they exceeded the rates from the same points of origin to Augusta, Ga. Blackville is situated 46 miles east of Augusta, and the Commission was not satisfied that it should be included in the same group with the other places.

Undue discrimination in facilities.—The case of Preston & Davis against the Delaware, Lackawanna & Western Railroad Company decided April 26, 1907, arose upon a regulation put in force by the railway company on October 15, 1906, whereby it discontinued the delivery of petroleum oil in tank cars to Preston & Davis at its Brooklyn terminal located at the foot of Clymer street. It was fairly demonstrated by the evidence that continued exclusion of Preston & Davis from this terminal would prevent them from bringing oil in tanks to Brooklyn and consequently put them out of business altogether in that city or compel them to again purchase their supplies from the Standard Oil Company. Either of these results would inure to the benefit of that company by eliminating the competition of complainants.

The Commission was led to the conclusion that the carrier's order subjected Preston & Davis to undue and unreasonable prejudice and disadvantage in violation of the statute. An order was accordingly entered requiring the defendant on or before June 15, 1907, to rescind the prohibitive regulation in question and to thereafter allow and provide for the delivery of oil in tank cars at this Brooklyn terminal under reasonable rules and conditions respecting the time and manner of unloading. The railroad company filed in the circuit court for the southern district of New York against this Commission and Preston & Davis a petition praying for an order of the court to restrain enforcing the order of the Commission. The result of this litigation appears in another portion of this report.

An important embargo case, Rogers & Company against the Philadelphia & Reading Railway Company, was decided by the Commission on July 8 last. It appeared in this case that in July, 1906, the railway company issued a special embargo on complainant's shipments of hay and straw destined to its Twenty-third and Arch Street station in Philadelphia. This embargo was in effect about ten days, and then it was canceled, but in that period complainant's consignments of hay to that station were rejected by the defendant, and delivery of shipments arriving at Philadelphia for complainant was made only at some other station. Other receivers of hay, however, competitors of complainant, were, during said period, allowed to have hay consigned to and to receive the same at this station.

The Commission decided that the embargo constituted an unlawful discrimination against Rogers & Company by the carrier. Whatever may be said of an embargo against one commodity only in a time of congestion, nothing can be said for an embargo which refuses transportation facilities to some establishments while according such facilities to their competitors. If the exercise of such a power were to be at all tolerated, carriers would be able to issue sentence of commercial death against some of their patrons while continuing to serve others. This Commission has jurisdiction to award reparation for the detriment directly and proximately resulting from it. Reparation has repeatedly been given for damage resulting from discrimination in the furnishing of cars to shippers, and there is no distinction in principle between a discrimination in the furnishing of facilities with which to originate a shipment and such a discrimination as is here shown in the furnishing of facilities with which to receive a shipment. Pending complainant's action as to offering proof of reparation no order was entered in this case.

The Commission, on June 17, 1907, dismissed the complaint of the New York Team Owners' Association against the Southern Pacific Company. It appeared that the Southern Pacific Company employed a particular trucking firm to transport through shipments via its line from railroad depots in and about New York City to its pier No. 25, in New York, and gave preference at such pier to the through traffic transferred by such trucking firm over traffic originating in New York and vicinity brought to the pier by other trucking firms. The pier was inadequate for the business of defendant, and congestion and delay resulted; but the pier was not closed at night until all waiting trucks were unloaded, and it is soon to be considerably enlarged. No instance of injury resulting to shippers or their traffic and no discrimination amounting to exclusion from the pier was shown. The Commission held that such preference did not operate unduly or unreasonably against other truck owners members of the complaining association.

It appeared in the case of Walker against the Baltimore & Ohio Railroad Company and the United States Express Company, decided June 10, 1907, that the carriers operate, for the convenience of suburbanites, a "parcels express" from Philadelphia, Pa., to certain points upon the Baltimore & Ohio Railroad, whereby packages of not more than 50 pounds can be sent to such points by affixing a stamp, the charge for which varies according to weight. The complainant desired to send packages in this manner from Philadelphia to Hockessin, Del., one of the stations to which this arrangement extends, and had been in some instances refused this privilege upon the ground, apparently, that he was not a patron of the road.

At the time Walker was refused this privilege it was accorded to the public generally and without question at most places, although there seems to have been some feeble attempt to limit its use in the sending of parcels to Hockessin. Since the amended act took effect, August 28, 1906, the privilege has been extended to the complainant and all other members of the public, but the carriers insisted that it was their right to restrict it to the patrons of the road, for whose benefit it was intended, and asked the opinion of the Commission upon that point.

Upon the facts existing previous to August 28 last the complaint was well founded. To select the complainant and apply to him a particular rule which was not applied to the public generally was clearly an unjust discrimination. The defendant railroad company transports packages of a certain kind free only when they belong to commuters or to a person who is a passenger upon the train. No opinion is expressed upon the lawfulness of this practice, nor as to whether the defendant might, as part of the contract of sale of a commutation ticket, provide that the privileges of this parcels express should be extended to the holder of such ticket or that the purchase of a ticket to one of these stations should carry with it the right to purchase and use a certain number of these stamps. Whatever of that sort is done should be clearly specified in the tariff, and until such tariff is filed the Commission will vouchsafe no opinion upon its lawfulness.

A case involving alleged undue discrimination against colored passengers was decided by the Commission on June 24, 1907. The complainant in this case, Georgia Edwards, was a negro woman residing at Chattanooga, Tenn., and the defendant was the Nashville, Chattanooga & St. Louis Railway Company, operating the Western & Atlantic Railroad. On August 31, 1906, the complainant purchased a ticket entitling her to a first-class passage from Chattanooga, Tenn., to Dalton, Ga., over defendant's said line of railway. She entered and occupied a seat in a car assigned to use of passengers other than

negroes, whereupon she was informed by the carrier's flagman that she was in the wrong car and was requested to go to that portion of another car set apart for the use of people of her race. This she refused to do, however, whereupon the flagman notified the carrier's assistant station agent of the circumstances and the latter removed the complainant to the car last referred to, using only such force as was necessary for that purpose. Complainant claimed that the car into which she was removed was not as clean as the car first occupied by her, but this claim was not supported by the record.

These two cars were of the same quality, having seats of the same size, upholstered in a like manner, and with exactly the same quality of goods. One of them was used by white passengers, and was provided with towels and wash bowls, while the other was without such conveniences. The latter was constructed as follows: A partition placed in the middle of the car divided it into two compartments and entrance from one to the other was through a swinging door which, after being opened, closed automatically. Negro passengers were required to occupy one of these compartments, while the other was occupied by other passengers who wished to smoke.

In one end of the other passenger coach there was a compartment for smokers accommodating seven persons, but defendant did not provide any separate smoking compartment for negroes. While only one toilet was provided in the negro compartment, the car which was entirely used by other passengers had two, marked in such a way as to indicate that one was to be used by men and the other by women; but such restriction was only partially enforced. The principal reason for providing two toilets in one case and only one in the other was that the number of passengers carried in the negro compartment was very much less than the number contemporaneously transported in the other car. The carrier assigned to the use of negro passengers about one-sixth of the space in its passenger trains, while the number of negroes transported by defendant was only about one-fifteenth of the total.

When there were no women in the colored compartment, smoking there was allowed, but not otherwise. It sometimes happened that a car provided by defendant for the use of white passengers had no wash basin and only one toilet and no smoking compartment, and smoking was allowed in such cars if there were no women present.

The broad question of the right under the thirteenth and fourteenth amendments to the Constitution to segregate white and colored passengers has been upheld by the Supreme Court of the United States. Accepting these decisions as conclusive upon the constitutionality of such laws, the Commission has held that the separation of white and colored passengers paying the same fare is not unlawful if cars and

accommodations equal in all respects are furnished to both and the same care and protection of passengers is observed.

While, therefore, the reasonableness of such regulations as to interstate passenger traffic is established, it by no means follows that carriers may discriminate between white and colored passengers in the accommodations which they furnish to each. If a railroad provides certain facilities and accommodations for first-class passengers of the white race, it is commanded by the law that like accommodations shall be provided for colored passengers of the same class. The principle that must govern is that carriers must serve equally well all passengers, whether white or colored, paying the same fare. Failure to do this is discrimination and subjects the passenger to undue and unreasonable prejudice and disadvantage.

In this case it was manifest that defendant unduly and unjustly discriminated in some particulars against colored passengers; and the Commission ordered therefore that where the defendant carrier provides a washbowl and towels in coaches devoted to the use of white passengers and a separate smoking compartment for such passengers also similar accommodations shall be provided for colored passengers paying the same fare.

In the case of the Railroad Commission of Ohio against the Hocking Valley Railway Company and the similar case of the same complainant against the Wheeling & Lake Erie Railroad Company, the Commission rendered a decision involving unjust discrimination in the distribution of cars. This decision was rendered July 11 last. The facts appearing in these cases are as follows: The carriers are engaged principally in the transportation of coal from mines located upon their lines. Certain railways purchase their fuel supply from coal operators owning mines upon the lines of the carriers and send their own cars upon the lines of these railways consigned to the coal companies with which railways so sending their cars have contracts for fuel supply. Certain other coal operators have upon the lines of one of the defendants leased, or so-called "private" cars, devoted exclusively to the use of such lessees. During a part of the year the carriers were unable to furnish all of the cars desired by coal operators along their lines, and at such times the available cars not specially consigned or restricted as to use were divided among the several coal companies according to the capacities of their several mines. But in such distribution the foreign railway fuel cars and the leased or private cars were excluded from consideration and were given to the coal companies to which they were consigned or assigned in addition to the full share of cars allotted to such mines in the proportionate distribution.

The complainant alleged unjust discrimination against other coal operators along the lines of the carriers, in that such distribution of

cars and such failure to count foreign railway fuel cars and the leased or private cars gave the coal operators to whom such cars were consigned and assigned unwarranted advantages over other operators in the mining and marketing of coal. The Commission decided that a carrier should give to owner or lessee of private cars the use of such cars, and should also give to a coal company the foreign railway fuel cars consigned to it; but such private and foreign railway fuel cars should in the distribution of cars be counted against the company to which delivered and such company should not be given in addition to such delivery a share of the system cars, except when the number of private and foreign railway cars so delivered to it is less than its distributive share of the available cars, including system cars, foreign railway fuel cars, and so-called private cars, in which event it should be given only so many of the system cars as are necessary, when added to the number of private and foreign railway fuel cars assigned to it, to make up its distributive share of the total available cars, including system cars, foreign railway fuel cars, and private cars.

On May 13 last the Commission rendered an opinion in the case of Jones and others against the St. Louis & San Francisco Railroad Company. In the fall of 1905 the railroad company moved its station at Chase, Ind. T., $3\frac{1}{2}$ miles west to a junction point with another carrier also called Chase.

The complainants alleged that such removal of the station resulted in undue prejudice to the locality of old Chase; but the Commission decided that the record did not show that the interests of the general public were impaired by the removal of the station to the new point, and that complainants were not entitled to an order requiring the carrier to reerect and maintain a station at old Chase. The railroad having the lawful right, in the public interest as well as in its own interest, to move its station to the near point, it can not be held liable for damages alleged to have been sustained as a consequence of such action.

The obligation to provide station facilities at a given point along the line of a railroad may arise under the terms of the charter of a company or may be imposed by statute, and some authorities assert that the duty exists at common law; but the Commission is not the proper forum to which to appeal for the enforcement either of a charter, statutory or common-law obligation, as it has no authority to issue writ of mandamus, and possesses no common-law jurisdiction. And the contention that the Commission has power, under the act to regulate commerce, as amended June 29, 1906, to require a common carrier to locate or relocate and maintain a station at a given point is open to doubt. Without deciding this question here, it is manifest that the Commission should not exercise such power unless

all the facts and conditions indicate that the interests of the general public in the locality involved are materially impaired by the lack of such facilities.

In the case of Barden & Swarthout against the Lehigh Valley Railway Company, decided June 10, 1907, the petition prayed the Commission to require the railroad company to provide a switch connection to a proposed industrial siding on complainants' property in the city of Geneva, N. Y. It appeared that a verbal understanding was had between complainants and the carrier in 1904 for the construction of said siding and switch. Complainants refused to sign an agreement containing a stipulation that coal business should never be carried on in connection with the siding and switch, and the carrier refused to make the switch connection. Complainants brought suit in court, but proper service was not had and the suit was abandoned. After the act to regulate commerce was amended complaint was filed with the Commission praying for an order for switch connection and for reparation on account of estimated business losses.

The Commission decided that it does not recognize the right of a carrier to dictate as to the business which will be conducted from and along a siding which is connected with its line, excepting so far as may be reasonable with regard to commodities, the transportation and storage of which is attended by much risk and danger to life and property.

Prior to the enactment of the amendments to the act to regulate commerce, which were approved June 29, 1906, this Commission was not empowered to order such switch connection. Among such amendments is one specifically requiring complainants to make written application upon the carrier for the desired switch connection before they can legally file complaint with the Commission. In order for the Commission to have jurisdiction of the question it is therefore necessary that such written application be made subsequent to the date upon which said amendment became effective. In this case no such application had been made since 1904, and consequently the complaint was dismissed because of lack of jurisdiction.

On June 17 last, the Commission decided the case of Nield against the Chicago, St. Paul, Minneapolis & Omaha Railway Company. The complainant in this case, a coal dealer, sought an order compelling the railway company to make a side track connection from its lines with his coal sheds, which are located on land immediately adjoining the station grounds and right of way of the railway at Sioux Falls, S. Dak. The defendant was willing to install such side track upon payment of actual cost thereof and agreement by complainant that the side track might be removed when a proposed new station building is undertaken. Such offer gave to complainant

all that the Commission could order to be given under the evidence. It was deemed best to leave the parties to themselves to work out a settlement. The case was not, however, dismissed, the Commission retaining jurisdiction to make an order should the same be necessary.

The McRae Terminal Company, owning a railroad about 1 mile long from a point near the Southern Railway, in McRae, Ga., to a point near the Seaboard Air Line, alleged that the Southern Railway Company and the Seaboard Air Line Railway declined to make with it a physical connection at its termini and asked this Commission to order such connection under the provisions of the first section. The railroads denied jurisdiction of the Commission to make the order and further insisted that if the jurisdiction exists no order should be made upon fact.

The Commission decided on June 24 last that as such connections were practicable, could be made without hazard to the public, and the terminal company's prospective business was sufficient to justify the connections, the carriers should give complainant the physical connections asked for, but they should be made at the expense of complainant; but definite order was withheld pending action of defendants and taking of further testimony. The constitutional question raised by the railroads was not noticed. The Supreme Court of the United States held in *Wisconsin, Minnesota & Pacific Railroad Company against Jacobson*, 179 U. S., 287, that an order of the State Commission of Minnesota directing a physical connection between two railroads of that State, in pursuance of a statute of the State, was a valid exercise of authority, and we see no reason why Congress may not, as it has done, exercise the same authority over a railway handling interstate traffic which the State can exercise with respect to State traffic.

THROUGH ROUTES AND JOINT RATES.

On February 23, 1907, the Commission rendered a decision in the case of the Cattle Raisers' Association of Texas against the Galveston, Harrisburg and San Antonio Railway Company and others. The association alleged failure by railroads to establish a through route and joint rate on beef cattle from points on the International & Great Northern Railroad in Texas to New Orleans, La. It appeared that formerly a through route and joint rate of 45 cents per 100 pounds, except from Laredo, Tex., from which it was 47 cents, were discontinued by defendants other than the International & Great Northern Railroad Company on October 14, 1906, because of dissatisfaction with the rate divisions. There is no other practical route from the points of shipment to New Orleans, and much inconvenience and loss resulted to shippers from discontinuance of

the route. The Commission decided that the public interests required establishment and maintenance of the through route and joint through rates, and that the route and former joint rates should be reestablished; but no opinion upon the reasonableness of such rates was expressed, and this decision is without prejudice to the determination of the question of reasonableness which may be involved in another proceeding now pending.

In the case of the Birmingham Packing Company against the Texas & Pacific Railway Company and others, decided March 7 last, the packing company alleged failure by the railroads to establish a through route and joint rate on beef cattle from Fort Worth, Tex., to Birmingham, Ala. Joint rates were established over their lines between the points mentioned on fresh meats and packing-house products, but not on other traffic, and there was no through route or joint rate for beef cattle by any line from Fort Worth to Birmingham. The Commission decided that a through route and joint rate of not exceeding 50 cents per 100 pounds should be established and maintained for the transportation of beef cattle in carloads from Fort Worth to Birmingham.

On March 7, 1907, the Commission rendered an opinion in the case of the American National Live Stock Association and Cattle Raisers' Association of Texas against the Texas & Pacific Railway Company and others. Prior to April, 1904, the Texas & Pacific Railway Company had in effect with various lines of railway joint tariffs applying on live stock from points on its line in Texas and New Mexico to destinations therein specified, but during that month the Texas & Pacific Railway Company canceled such joint tariffs, and after that time no through routes or joint rates applicable to live stock to and from points on its line had been in force. The Commission held that the public interests required the establishment of the through routes and joint rates provided for in such joint tariffs, but that formal order herein be withheld for thirty days, with leave to any party to apply for a modification of the order which may be issued at any time.

Another case involving the establishment of through routes and joint rates arose in Enterprise Transportation Company against the Pennsylvania Railroad Company and the New England Navigation Company, and was decided on June 21 last. The Enterprise Company has been operating a line of steamboats on Long Island Sound since some time in the year 1905. Its boats ply between Fall River and New York City, and haul en route at Jamestown, R. I. Its principal competitor is the New England Navigation Company, which is owned and controlled by the Pennsylvania Railroad Company. The boats of the Navigation Company ply between Fall River and New York City and stop at Newport, R. I., but do not now stop and never have stopped at Jamestown. Previous to the time the Enterprise Com-

pany began business as aforesaid the Navigation Company and Pennsylvania Railroad Company maintained and have ever since maintained and applied to the transportation of fish a through route and joint rate from Newport to Philadelphia. At the time the Enterprise Company began to operate as aforesaid no such route or rate was in existence from Jamestown to Philadelphia. A large tonnage of fish is shipped annually by water from Jamestown, which is about 3 miles from Newport. At some time during the summer of 1906, and after the Enterprise Company had begun operations, the Navigation Company and the Pennsylvania Railroad Company, by using the Narragansett Ferry Company as their agent to receive shipments of fish at Jamestown and transport same from that point to Newport, extended said through route to Jamestown. This service was discontinued about November 1, 1906, but renewed about February 1, 1907, and was continuously maintained, except that when the boats of the Narragansett Ferry Company are not running, the transportation from Jamestown to Newport is performed by the Newport & Jamestown Ferry Company.

The through rates to Philadelphia were from Newport 34 cents per 100 pounds, and from Jamestown 37 cents. Out of these rates the Pennsylvania Railroad Company received 7 cents per 100 pounds for the transportation from New York to Philadelphia, and the ferry company received 3 cents for the transportation from Jamestown to Newport. The ferry company was named as a party to a tariff prescribing the through rate, but refused to concur in the tariff or file with the Commission its rates for the transportation from Jamestown to Newport. The local rate of the Pennsylvania Railroad Company for transporting fish from New York to Philadelphia was 22 cents per 100 pounds.

The Enterprise Transportation Company received at Jamestown shipments of fish destined to Philadelphia and delivered same to the Pennsylvania Railroad Company at New York. Deliveries to the latter were made at the same place and at about the same time, whether carried thereto by complainant or by the Navigation Company, and reached Philadelphia at the same time in the one case as in the other, but such shipments left Jamestown a little earlier when carried over complainant's line than when the carriage was over said through route. When the initial shipment was over complainant's line the Pennsylvania Railroad Company exacted for the haul from New York to Philadelphia said local rate of 22 cents, and refused to make with complainant a through route and apply thereto a joint rate. The Enterprise Company's local rate for transporting fish from Jamestown to the place where delivery was made to the Pennsylvania Railroad Company, as aforesaid, including drayage across the city of New York, was $17\frac{1}{2}$ cents per 100 pounds, while the local rate of the

Navigation Company for transporting fish from Newport to such place of delivery, including said drayage, was 23 cents per 100 pounds.

The Commission decided that from Jamestown to Philadelphia no satisfactory through route existed within the meaning of the language of the act to regulate commerce. Even if the arrangement complained of should be regarded as a satisfactory through route, the Enterprise Company's right to maintain this proceeding would not be affected thereby, since, at the time the complaint was filed, through route from Jamestown by defendants' lines had been abandoned and for a time thereafter was not in operation. Consequently the Commission ordered the Pennsylvania Railroad Company and the Enterprise Company to establish for the transportation of fish from Jamestown to Philadelphia a through route, and apply thereto a joint rate of not more than 34 cents per 100 pounds. The Pennsylvania Railroad Company, however, was allowed, if it wished to do so, to apply to the Commission for an order requiring the Enterprise Company to indemnify it against any loss it might suffer in the premises by reason of the financial irresponsibility of complainant.

On May 6, 1907, the Commission rendered a decision in the case of the American Grass Twine Company against the Chicago, St. Paul, Minneapolis & Omaha Railway Company and others. The twine company made shipment of grass twine matting and rugs from St. Paul, Minn., to Boston, Mass., via Duluth, upon which it was charged a rate of 62 cents per 100 pounds, a combination of a rail rate of 23 cents to Duluth plus a lake and rail rate of 39 cents from Duluth to Boston. At the date of the shipment lake and rail joint through rates via Duluth were not effective, but a rate via Lake Michigan ports of 45 cents per 100 pounds and an all-rail joint through rate of 49 cents were in force. The Commission decided that the 62-cent rate on such shipment was unreasonable, and that the 45-cent rate in effect from St. Paul to Boston via Lake Michigan ports at the time of the shipment afforded a reasonable basis for fixing the rate for the service rendered at the same amount. The complainant was awarded reparation.

In the case of the Kalamazoo Tank & Silo Company against the Michigan Central Railroad Company and the Chicago, Milwaukee & St. Paul Railway Company, decided May 13, 1907, it appeared that the silo company shipped 1 carload of silos, knocked down, from Kalamazoo, Mich., to Elkhorn, Wis., via Chicago, over defendants' lines, upon which it was charged a joint through rate of 28 cents per 100 pounds, whereas at the same time defendants' combination rate on Chicago between said points on said commodities was only 17 cents. Similar improper adjustment in rates between points not given was alleged. After the case was at issue defendants reduced their joint through rate from Kalamazoo to Elkhorn to 16 cents per

100 pounds, and at the hearing they conceded that the 28-cent rate was excessive to the extent of a difference between that rate and 17 cents, and agreed that the improper adjustment in rates between said other points should be corrected. The Commission decided that the silo company should be awarded reparation on the specific shipment on the basis of such reduced rate, and that as to other matters mentioned in the case the complaint should be dismissed.

On July 8, 1907, the Commission decided the case of the Hope Cotton Oil Company against the Texas & Pacific Railway Company and the St. Louis, Iron Mountain & Southern Railway Company. The cotton-oil company alleged that the carriers' joint through rate of 67 cents per 100 pounds on cotton seed in carloads from points north of Shreveport, in Louisiana, on the Texas & Pacific Railway via Texarkana to Hope, Ark., on the St. Louis, Iron Mountain & Southern Railway, was unreasonable and unduly discriminatory, and that a just and reasonable rate would be a through rate equal to the sum of the local rates in and out of Texarkana, which was $17\frac{1}{2}$ cents per 100 pounds. After the complaint was filed the railroads put in effect between the points of origin in Louisiana and Hope a joint through rate of 30 cents per 100 pounds on cotton seed in carloads, with a minimum weight of 30,000 pounds per car. The Commission decided upon the record that the through rate of 30 cents was unreasonable, and that it should not exceed $17\frac{1}{2}$ cents, the sum of the locals, with a minimum carload weight of 30,000 pounds. It was further declared that while a rate fixed by State statute or a State commission is naturally and properly entitled to a respectful consideration, it has no greater sanctity, as applied to interstate traffic, than a rate established by a railroad company. This Commission would not hesitate, upon proper evidence that a rate so established would be unjust either to a carrier or to a shipper, to refuse to accept it as a basis for fixing an interstate rate.

The Omaha Cooperage Company filed complaint before the Commission against the Nashville, Chattanooga & St. Louis Railway Company and others, alleging that the rates on oak staves and headings from Hollow Rock and other Tennessee points of origin to East St. Louis when destined to South Omaha, Nebr., were unreasonable when compared with the rates on such commodities over the same roads from the same points of origin to East St. Louis when destined for Alexandria, Mo., or Keokuk, Iowa. It appeared that the South Omaha rate was a combination of a 14-cent rate of the Nashville, Chattanooga & St. Louis and the Illinois Central roads plus a local rate of 10 cents of the Chicago, Burlington & Quincy road, whereas the Keokuk or Alexandria rate was a joint rate of 19 cents, 14 cents to the two first carriers and 5 cents to the Chicago, Burlington & Quincy.

It thus appeared that the discrimination against the cooperage company, if there was any, was caused by the Chicago, Burlington & Quincy taking less than its local as its share of the joint rate to Keokuk and Alexandria. At the hearing, however, the cooperage company stated that it made no complaint against the rate charged by the Chicago, Burlington & Quincy. Complaint was dismissed on June 24, 1907.

Upon the request of various shippers and railroads a hearing was held by the Commission at Chicago on May 3, 1907, upon the matter of through rates which should govern shipments over more than one railroad where no joint rate has been made. A typical case presented was that arising out of the claim of the Crane Company, of Chicago, against the Oregon Short Line, which involved the rate to be applied to a shipment originating at a point east of Chicago and moving through Chicago and Omaha to Utah. A through bill of lading was issued by the originating carrier from the point of origin to the point of destination. No joint rate was in effect. The shipment moved upon the rate to Chicago plus the proportional rate from Chicago to the Utah destination. While this shipment was in transit, but before its arrival at Chicago, reduction in the proportional from Chicago to Utah points had become effective. The carriers applied to the shipment from point of origin to destination the rates in effect at the time of billing, refusing to give the shipment the benefit of the reduction in the rate beyond Chicago which became effective after the service on the through bill of lading had begun. The shipper claimed benefit of the reduction. It was agreed that if shipments are to enjoy reductions in rate made while in transit, they must also be subject to increases made under like conditions. On May 29 last, the Commission rendered an opinion in this proceeding, entitled *In the Matter of Through Routes and Through Rates*. The principal findings of the Commission in this matter are to the following effect:

Where a through route has been formed, the rate charged is a through rate and the shipment will move upon the rate existing at the time it is billed by the initial carrier. A through route is a continuous line of railway formed by an arrangement, express or implied, between connecting carriers. It must have a rate for every service it offers, and as the route is a new unit—one line formed of two or more connecting lines—so its rate for every service is a unit, even though it be divided between the several carriers arranging themselves into the through route. Existence of a through route is to be determined by the incidents and circumstances of the shipment, such as the billing, the transfer from one carrier to another, the collection and division of transportation charges, or the use of a pro-

portional rate to or from junction points or basing points. These incidents named are not to be regarded as exclusive of others which may tend to establish a carrier's course of business with respect to through shipments.

Where through billing is given by the originating carrier and is recognized by all connecting carriers to destination, there is in existence a through route over which a through rate applies, which through rate is ascertainable from the tariffs of the participating carriers at the date of shipment, and when such rate is made up of the sum of the locals the locals apply as of the date of shipment. Any increase in the through rate so made after the date of the shipment or any decrease therein is not applicable to such through shipments. Tariffs can not be given a retroactive effect; they can not be made to apply to conditions other than those existing upon the date when such tariffs become effective. A combination through rate is as binding, definite, and absolute as a joint through rate, and all the conditions, regulations, and privileges obtaining as to any factor in such combination rate for through shipment at the time of initial shipment upon such combination through rate must be adhered to and can not be varied as to that shipment during the transit of such shipment to its final destination. A local or proportional rate "in" can not be absorbed, diminished, or affected by any "out" rate not in effect at the time when the traffic moved upon such local or proportional rate.

On November 6, 1907, the Commission rendered its decision in the case of the Loup Creek Colliery Company against the Virginian Railway Company and the Chesapeake & Ohio Railway Company. The colliery company, located at Page, W. Va., on the Virginian Railway, 9 miles from its junction with the Chesapeake & Ohio Railway, petitioned for the establishment of through routes and joint rates, with divisions thereof, for the transportation in carloads of coal and coke over these two roads from Page to destinations on the Chesapeake & Ohio road outside of West Virginia, such rates in no case to exceed those applied by the Chesapeake & Ohio from the junction point of the two roads and from other points on the line of the last-mentioned carrier in the same group. It was conceded that there was reasonable and satisfactory through movement and handling of through shipments of the traffic involved and that the through routes were asked for only for the purpose of supporting the application for joint through rates and divisions of the same, it not being shown that either the combination rates applying via the two roads from Page or the Chesapeake & Ohio rates from points on its line were unreasonable. It further appeared that to make such an order would result in compelling the Chesapeake & Ohio to either discriminate between patrons in the rate group served by it or to reduce its rates materially on an important part of its traffic.

The Commission in denying the application said that where neither the interests of the public nor the ends of justice as between the parties directly interested will be promoted by the establishment of through routes and joint rates and divisions thereof, a proper case for the exercise of the authority invoked has not been shown.

The Coffeyville Vitrified Brick & Tile Company filed complaint with the Commission against the St. Louis & San Francisco Railroad Company and the Chicago, Rock Island & Pacific Railway Company for the purpose of obtaining a general ruling of the Commission that through rate must not exceed the sum of the locals. In deciding this case, on November 11 last, the Commission granted relief in the particular case and awarded reparation, but declared that the Commission can make no general ruling that through rates must not exceed the sum of the locals, as each case must be disposed of upon its own merits.

In addition to the foregoing formal decisions of the Commission during the past year on contested cases, an extensive report In the Matter of Car Shortage and Other Insufficient Transportation Facilities was rendered by Commissioners Lane and Harlan. This investigation covered coal shortage in North Dakota, the grain situation in the Northwest, and general conditions of car shortage at San Francisco, Galveston, New Orleans, Chicago, the West Virginia coal fields, the grain fields of Iowa, Nebraska, Kansas, and Oklahoma, and the lumber-producing regions of Oregon, Washington, and the various Southern States. Many proposed remedies for the unfortunate condition which prevailed are discussed in the report.

DISPOSITION OF CONTESTED CASES BEFORE THE COMMISSION SINCE PASSAGE OF HEPBURN AMENDMENT.

From August 28, 1906, to November 11, 1907, the Commission reported decisions in 107 contested cases. In 46 of these orders were made against the defendants; in 46 the complaints were dismissed, and in 15 no orders were issued. In 3 of these cases motions for rehearing were denied.

ORDERS AGAINST DEFENDANTS.

Orders against defendants were made in the following cases:

No. 893. Frederick Brick Works *v.* Northern Central Railway Company et al. Complainant awarded reparation based on difference between the rate of \$3.80 per ton on brick from Frederick, Md., to Elberon, N. J., and \$2.75 per ton, the sum amounting to \$195.40, which was paid by defendants.

No. 906. Cattle Raisers' Asso. *v.* G. H. & S. A. Ry. Co. et al. Defendants ordered to establish a through route on beef cattle from points in Texas to New Orleans, which order was complied with.

No. 958. Blackwell Milling & Elevator Co. *v.* M. K. & T. Ry. Co. Defendant ordered to desist from exacting a 5-cent arbitrary on shipments of flour and other grain

products when received from connecting lines. Reparation awarded for \$113.50. Order complied with.

No. 883. Ponca City Milling Co. *v.* M. K. & T. Ry. Co. Decision in Blackwell Milling & Elevator Co. case cited and applied. Complainant awarded reparation for \$37.42. Order complied with.

No. 880. Birmingham Packing Co. *v.* Tex. & Pac. Ry. Co. Defendants ordered to establish a through route for the transportation of beef cattle from Fort Worth, Tex., to Birmingham, Ala. Order complied with.

No. 890. Johnston-Larimer Dry Goods Co. *v.* A. T. & S. F. Ry. Co. et al. Defendants ordered to desist from charging 96 cents on cotton piece goods from certain points in Texas to Wichita, Kans., and to substitute therefor a rate not exceeding 50 cents per 100 pounds. Order complied with. Motion for rehearing denied.

No. 945. Texas Cement Plaster Co. *v.* St. Louis & San Francisco R. R. Co. et al. Defendants ordered to cease from exacting their rates on cement plaster from Quanah, Tex., to St. Louis and Kansas City, Mo., and to substitute a different relation made by the Commission. Reparation awarded for \$121.55. Order complied with.

No. 930. W. B. Johnston *v.* St. Louis & San Francisco R. R. Co. et al. Defendants ordered to desist from charging certain rates on coal from points in Indian Territory to Enid, Okla., and to substitute therefor lower rates mentioned in the order. Order complied with.

No. 936. Van Camp Burial Vault Co. *v.* C. I. & L. Ry. Co. et al. Defendants ordered to cease from charging for cement burial vaults from Indianapolis, Ind., to points on their lines a second-class rate and to substitute therefor rates not exceeding third-class. Order complied with.

No. 687. In the matter of allowances to elevators by the Union Pacific R. R. Co. Defendant ordered to abstain from giving elevator allowances on grain of $1\frac{1}{4}$ cents per 100 pounds and substitute therefor a charge not exceeding $\frac{3}{4}$ of a cent per 100 pounds. Order complied with.

No. 963. City Council of Atchison, Kans., *v.* Mo. Pac. Ry. Co. Defendants ordered to cease from withholding the same or equivalent elevator services on grain at Atchison, Kans., which are at the same time granted or furnished at Kansas City, Mo., and other places named. Order complied with. Motion for rehearing denied.

No. 929. Preston & Davis *v.* D. L. & W. R. R. Co. Defendant ordered to cease from enforcing its regulation discontinuing the delivery of petroleum oil in tank cars to complainants at its Brooklyn terminal in Clymer street. Order complied with, but defendant brought suit to restrain enforcement of order. The court denied temporary injunction, and the case is now at issue on the merits.

No. 903. Society of American Florists and Ornamental Horticulturists *v.* United States Exp. Co. Defendant ordered to cease from charging its rates on cut flowers from points in New Jersey and Pennsylvania, and to substitute therefor lower rates. Order complied with.

No. 975. Tomlin-Harris Machine Co. *v.* L. & N. R. R. Co. et al. Defendants ordered to cease charging their rate on pig iron from Birmingham, Ala., to Cordele, Ga., and to substitute therefor lower rate. Order complied with.

No. 984. American Grass Twine Co. *v.* Chicago, St. P., M. & O. Ry. Co. et al. Defendants ordered to pay complainant amount aggregating \$96.39 as reparation for excessive charge on shipments of floor matting and rugs from St. Paul, Minn., to Boston, Mass. Order complied with.

No. 979. Kalamazoo Tank & Silo Co. *v.* Michigan Cent. R. R. Co. et al. Defendants ordered to pay to complainant \$22.80 as reparation for excessive charge on one carload of silos from Kalamazoo, Mich., to Elkhorn, Wis. Order complied with.

No. 992. Eber De Cou *v.* Penn. R. R. Co. et al. Defendants ordered to cease from charging for the transportation of flour, grain, and feed from Chicago to Pemberton, N. J., certain rates and to substitute therefor certain lower rates. Order complied with.

No. 888. *Waxelbaum & Co. v. Atlantic Coast Line R. R. Co. et al.* Defendants ordered to desist from charging for the transportation of peaches, other than refrigeration, from Macon or Atlanta, Ga., to Philadelphia, New York, Baltimore, and Washington certain rates and to substitute therefor other lower rates, and to cease from charging certain rates for refrigeration in transit and to substitute therefor lower rates. Order complied with.

No. 985. *George D. Hope Lumber Co. v. M., K. & T. Ry. Co.* Defendant ordered to cease from charging \$1.05 per net ton for coal from Mineral, Kans., to Freeman, Mo., and to substitute therefor a rate not exceeding 80 cents per net ton. Order complied with.

No. 1019. *Rau v. Penn. R. R. Co. et al.* Defendants ordered to cease from charging for the transportation of empty burlap bags from Newark, N. J., to Stanley, Luray, and Greenville, Va., the rate of 38 cents per 100 pounds and to substitute therefor a rate not exceeding 22 cents per 100 pounds. Order complied with.

No. 896. *The Stowe-Fuller Co. v. Pennsylvania Co. et al.* Defendants ordered to cease from enforcing rates from Empire and Strasburg, Ohio, to points in New York and Pennsylvania which are different for the transportation of fire brick, building brick, and paving brick and to substitute therefor the same rate on the various kinds of brick. Order complied with.

No. 991. *Dallas Freight Bureau v. G. C. & S. F. Ry. Co. et al.* Defendants ordered to cease from charging for the transportation of coal from certain mines in Indian Territory and Arkansas to Dallas, Tex., the rates of \$2.10 and \$1.50 per ton, respectively, and to substitute therefor a rate not exceeding \$1.90 and \$1.40 per ton, respectively. Order complied with.

No. 959. *Southern Grocery Co. et al. v. Georgia Northern Ry. Co. et al.* Defendants ordered to cease from charging for the transportation of freight from Louisville, Cincinnati, Memphis, Nashville, and St. Louis to Moultrie, Ga., rates in excess of those charged on like freight from the same points of origin to Tifton, Valdosta, Quitman, Thomasville, and Fitzgerald, Ga., and to substitute therefor the same rates to Moultrie from said points of origin as to said other Georgia points. Order complied with.

No. 924. *Nobles Brothers Grocer Co. et al. v. Fort Worth & D. C. Ry. Co. et al.* Defendants ordered to cease from charging their class rates from Kansas City, Mo., to Amarillo, Tex., and to substitute therefor rates not exceeding certain lower class rates named. Order complied with.

No. 1001. *Georgia Edwards v. N. C. & St. L. Ry. Co.* Defendant ordered to desist from failing to furnish and provide for colored passengers the same accommodations provided for white passengers paying the same fare. Order complied with.

No. 917. *Howard Mills Co. v. Missouri Pacific Ry. Co. et al.* Defendants ordered to cease from enforcing for the transportation of flour from Wichita, Kans., and other shipping points in said State to Southern Pacific coast terminals rates which are 10 cents per 100 pounds greater than for the transportation of wheat, and substitute therefor rates on flour which shall not be more than 7 cents per 100 pounds greater than for the transportation of wheat. Order of Commission complied with.

No. 915. *Hope Cotton Oil Co. v. Tex. & Pac. Ry. Co. et al.* Defendants ordered to cease from charging for the transportation of cotton seed from certain points in Louisiana to Hope, Ark., their joint through rate of 30 cents per 100 pounds, and to substitute therefor a joint through rate not exceeding 17½ cents per 100 pounds. Order complied with.

No. 954. *Muskogee Commercial Club et al. v. M. K. & T. Ry. Co.* Defendant ordered to cease from withholding the same or equivalent privileges for the compressing of cotton in transit at Muskogee, Ind. T., which are at the same time furnished at South McAlester, Ind. T. Order complied with.

No. 820. *Pacific Jobbers & Manufacturers' Association v. Southern Pacific Co.* Defendant ordered to omit from its tariffs applicable to coast line business its note attached thereto entitled "Toll at San Francisco, Cal.," and to cease from making any charge for toll at San Francisco when such toll charge is not actually paid by said defendant. Order complied with.

No. 837. *Mitchell v. A. T. & S. F. Ry. Co. et al.* Defendants' rate of 28½ cents per 100 pounds for the transportation of wheat from Oklahoma City, Okla., to Gainesville and Fort Worth, Tex., was found unreasonable, and defendants required to establish in lieu thereof a rate of 20 cents to Gainesville and 22 cents to Fort Worth. Order complied with.

No. 952. *Enterprise Transportation Co. v. Penn. R. R. Co. et al.* Complainant and defendant, the Penn. R. R. Co., ordered to establish a through route and joint rate for the transportation of fish from Jamestown, R. I., to Philadelphia, Pa. Order complied with.

No. 928. *Roswell Commercial Club et al. v. A., T. & S. F. Ry. Co. et al.* Defendants' class rates from Kansas City and St. Louis, Mo., Galveston, Tex., and Denver, Colo., to certain points in New Mexico were held to be unreasonable, and rates on other products to and from said New Mexico points were held to be excessive and reductions were ordered. Order complied with.

No. 918. *Farmers, Merchants & Shippers' Club of Kansas v. A., T. & S. F. Ry. Co. et al.*; and No. 919, same complainant against C., R. I. & P. Ry. Co. et al. Rates on grain to Galveston for export and to the various destinations in Texas for domestic consumption, from Wichita, Kans., found unreasonable per se, and reductions ranging from 3 to 5 cents per 100 pounds ordered. Order complied with.

No. 920. *Territory of Oklahoma v. C., R. I. & P. Ry. Co. et al.* Defendants' rates on wheat and corn from points in Oklahoma Territory to Galveston, Tex., for export found unreasonable, and reductions in such rates ordered. Order complied with.

No. 916. *Riverside Mills v. Southern Ry. Co. et al.* Defendants ordered to cease from charging their rate of 41 cents per 100 pounds for the transportation of cotton waste from Augusta, Ga., to New York and to substitute therefor a rate not exceeding 35 cents per 100 pounds. Order complied with.

No. 774. *Quimby et al. v. Clyde Steamship Co. et al.* Defendants ordered to cease from charging for the transportation of certain class freight from Northeastern points to certain points in South Carolina rates in excess of those charged on like freight from the same points of origin to Augusta, Ga. Order complied with.

No. 1008. *Railroad Commission of Ohio v. Hocking Valley Ry. Co.* No. 1009. *Railroad Commission of Ohio v. Wheeling & Lake Erie R. R. Co.* Defendants ordered to cease from maintaining the practice of failing to make any account of foreign railway fuel cars or of leased or so-called private cars in the distribution of coal cars for interstate shipments of coal among the various coal operators along their lines, and to substitute therefor a practice taking into consideration system cars, foreign railway fuel cars, and leased or so-called private cars in determining the distribution of coal cars among the various coal operators along their lines. Order complied with.

No. 1058. *American Fruit Union v. C. N. O. & T. P. Ry. Co.* Defendants ordered to cease from charging for the transportation and refrigeration in transit of strawberries from Chattanooga, Tenn., and other points named to Cincinnati, O., a rate of 27 cents per crate of 24 quarts, and to substitute therefor a rate not exceeding 22 cents per crate; defendants also ordered to pay reparation to injured shippers upon shipments of strawberries which were carried at the unreasonable rate of 27 cents per crate during season of 1907. Order complied with.

No. 1015. *A. J. Poor Grain Co. v. C. B. & Q. Ry. Co. et al.* Defendants ordered to cease from charging for the transportation of wheat from Marquette and Phillips, Nebr., to California terminals the rate of 75 cents per 100 pounds, and to substitute therefor a joint through rate not exceeding 65 cents per 100 pounds; defendants also

ordered to pay complainant \$164.20 as reparation for excessive charges. Motion for rehearing in this case denied. Order complied with.

No. 1012. Harth et al. v. Ill. Cent. R. R. Co. et al. No. 1013. A. Waller & Company v. Ill. Cent. R. R. Co. et al. No. 1014. Waller, Young & Co. v. Ill. Cent. R. R. Co. et al. Defendants ordered to pay as reparation excess charges of 3 cents per 100 pounds paid by complainants on shipments of grain and kindred products from certain points in Kentucky to Atlanta, Ga., and points beyond. Reparation aggregating \$1,333.28 was awarded. Order complied with.

No. 965. Farmers Warehouse Co. v. L. & N. R. R. Co. Defendant ordered to cease from charging for the transportation of salt from New Orleans, La., to Cullman; Ala., a rate of 22 cents per 100 pounds, and to substitute therefor a rate not exceeding 20 cents per 100 pounds, and reparation awarded. Order effective December 1, 1907.

No. 1071. Wiemer & Rich v. C. & N. W. Ry. Co. et al. Defendants ordered to cease from maintaining the practice under which certain minimum weights are applied to shipments of baled hay from Ledyard, Iowa, to Minneapolis, Minn., and to substitute therefor other minimum weights. Order effective December 20, 1907.

No. 993. Cambria Steel Co. v. Great Northern Ry. Co. Defendant ordered to pay complainant \$3,433.04 as reparation for unlawful transportation charges upon 40 carloads of steel rails shipped from Johnstown, Pa., to Seattle, Wash. Order effective December 15, 1907.

No. 1031. Morse Produce Co. v. C. M. & St. P. Ry. Co. et al. The C. M. & St. P. Ry. Co. was ordered to cease from charging for the transportation of butter and eggs from Granite Falls, Minn., to Chicago, a rate of 59 cents per 100 pounds, and to substitute therefor a rate not exceeding 47 cents per 100 pounds. Order not effective until January 1, 1908.

No. 1067. McLaughlin Brothers v. Adams Express Co. Defendant ordered to cease from charging for the transportation of horses from Columbus, Ohio, to Kansas City, Mo., and from Columbus to St. Paul, Minn., a rate of \$350 per car, and to substitute therefor rates not exceeding \$250 per car. Order effective January 1, 1908.

No. 1219. Coffeyville Vitrified Brick & Tile Company v. St. Louis & San Francisco Railroad Company et al. Defendants ordered to maintain a joint rate not exceeding 11½ cents per 100 pounds on brick from Cherryvale, Kans., to Duncan, Okla. Reparation also awarded. Order effective January 31, 1908.

ORDERS DISMISSING COMPLAINTS.

For various reasons named in the respective decisions, orders dismissing complaints were issued in the following cases:

No. 909. Harrell v. M. K. & T. Ry. Co., involving reasonableness of rate on coal from St. Louis, Mo., to Oklahoma City, Okla., as applied to shipments originating in West Virginia.

No. 934. Durham v. Ill. Cent. R. R. Co., involving rate on brick machinery from Lochland, Ky., to East St. Louis, Ill., as compared with rate from Louisville, Ky., to East St. Louis.

No. 892. Johnston-Larimer Dry Goods Co. v. Wabash R. R. Co., involving rates on cotton goods from East St. Louis, Ill., to Kansas City, Mo., and Wichita, Kans.

No. 891. Johnston-Larimer Dry Goods Co. v. N. Y. & Tex. S. S. Co. et al., involving rate on knit goods from New York via water and rail through Galveston, Tex., to Wichita, Kans.

No. 830. Ohsman & Effron v. C., R. I. & P. Ry. Co. et al., involving rates on scrap iron from Cedar Rapids, Iowa, to Chicago and East St. Louis, Ill., and St. Louis, Mo., as compared with rates to the same destinations from St. Paul and Minneapolis, Minn.

No. 955. *Omaha Grain Exchange v. Union Pacific R. R. Co.*, involving charge for transferring grain in carloads from Council Bluffs, Iowa, to Omaha and South Omaha, Neb.

No. 947. *McRae Grocery Co. v. Southern Ry. Co. et al.*, involving class rates from New York, Boston, Philadelphia, and Baltimore to McRae and Helena, Ga.

No. 957. *Holcomb-Hayes Co. v. Ill. Cent. R. R. Co.*, involving rates on cross-ties from Hopkinsville, Ky., to Herrin and Pawnee Junction, Ill.

No. 982. *Enterprise Manufacturing Co. et al. v. Georgia R. R. Co. et al.*, involving rates on cotton goods and cotton waste from Georgia and South Carolina points to Pacific Coast terminals as compared with rates on same commodities from the New England States to the same points of destination.

No. 1007. *Hale-Halsell Grocery Co. v. M., K. & T. Ry. Co. et al.*, involving rate on sugar from New Orleans, La., to McAlester, Ind. T.

No. 969. *Wilhoit v. Mo. Pac. Ry. Co. et al.*, involving rate on oil originating at Pittsburg, Pa., from East St. Louis, Ill., and St. Louis, Mo., to Joplin, Mo.

No. 970. *Wilhoit v. M., K. & T. Ry. Co.*, involving oil rates from Erie, Kans., to Joplin, Mo.

No. 898. *Jones et al. v. St. L. & S. F. R. R. Co.*, involving restoration of station facilities at Chase, Ind. T.

No. 914. *National Petroleum Asso. v. Penn. R. R. Co. et al.*, involving rates on petroleum from certain points in Pennsylvania and Ohio to Pacific Coast terminals.

No. 999. *National Petroleum Asso. v. Penn. R. R. Co. et al.*, involving rate on petroleum from Oil City, Pa., to Freeport, Ill.

No. 1021. *Manufacturers' Club of Terre Haute v. L. & N. R. R. Co. et al.*, involving rates on coke from Kentucky and Virginia ovens to Terre Haute, Ind.

No. 953. *Miller Brothers v. A., T. & S. F. Ry. Co.*, involving rates on hogs and cattle from Bliss, Okla., to Kansas City and St. Joseph, Mo.

No. 971. *Wilhoit v. M., K. & T. Ry. Co. et al.*, involving rate on refined oil from Erie, Kans., to Springfield, Mo.

No. 960. *Board of Trade of Kansas City, Mo., v. C., B. & Q. Ry. Co. et al.*, involving reconsigning charge on grain shipped to Kansas City and from Kansas City to other markets.

No. 967. *Producers' Pipe Line Co. v. St. L., I. M. & S. Ry. Co. et al.*, involving rates on crude oil from Nowata, Ind. T., to points in northern Texas.

No. 989. *Payne v. A., T. & S. F. Ry. Co.*, involving rate on apples from Kansas City, Mo., to El Paso, Tex.

No. 996. *Barden & Swarthout v. Lehigh Valley R. R. Co.*, involving construction of switch connection to siding at Geneva, N. Y.

No. 894. *Walker v. B. & O. R. R. Co. et al.*, involving granting of parcels express privilege from Philadelphia, Pa., to Hockessin, Del.

No. 950. *New York Team Owners' Asso. v. Southern Pacific Co.*, involving preference given to a certain trucking firm at a pier in New York City.

No. 1069. *Amarillo Gas Co. v. A., T. & S. F. Ry. Co. et al.*, involving rates on crude petroleum and fuel oils from Indian Territory and Kansas points to Amarillo, Tex.

No. 823. *R. R. Shiel v. Ill. Cent. R. R. Co. et al.*, involving privilege of stopping hogs in transit at West Kankakee shipped from western points to the East.

No. 794. *Desel-Boettcher Co. v. Kansas City Southern Ry. Co. et al.*, involving overcharge in shipments of apples from Siloam Springs, Ark., to Houston, Tex.

No. 808. *Railroad Commission of Arkansas v. St. Louis & North Arkansas R. R. Co.* involving reasonableness of passenger rates from points in Missouri to points in Arkansas.

No. 994. *China & Japan Trading Co. et al. v. Georgia R. R. Co. et al.*, involving rates on cotton piece goods from southern mills through Pacific coast points to the Orient as compared with rates from New England mills to said points of destination.

No. 1025. *Omaha Cooperage Co. v. N. C. & St. L. Ry. Co. et al.*, involving rates on oak staves and headings from Hollow Rock and other Tennessee points to East St. Louis when destined to South Omaha, Nebr.

No. 1037. *Sioux City Commercial Club v. C. M. & St. P. Ry. Co. et al.*, involving class rates from Chicago to Sioux City, Iowa.

No. 1049. *White & Co. v. B. & O. S. W. R. R. Co. et al.*, involving estimated weights on shipments of apples from points in Illinois to New York City.

No. 911. *Commercial & Industrial Asso. of Union Springs, Ala., v. L. & N. R. R. Co. et al.*, involving class and commodity rates from St. Louis, Nashville, and Memphis to Union Springs, Ala.

No. 910. *Commercial & Industrial Asso. of Union Springs, Ala., v. Cent. of Ga. Ry. Co.*, involving discrimination in compression of cotton in transit at Union Springs, Ala.

No. 772. *Warren Manufacturing Co. et al. v. Southern Ry. Co. et al.*, involving the rate on cotton piece goods from Augusta, Ga., to New York.

No. 949. *Dallas Freight Bureau v. M. K. & T. Ry. Co. et al.*, involving reasonableness of rates from St. Louis, Mo., to Dallas, Tex.

No. 801. *Albany Produce Co. v. C. B. & Q. Ry. Co.*, involving rate on coal from Centerville district, Iowa, to Albany, Mo.

No. 849. *Paper Mills Co. v. Penn. R. R. Co. et al.*, involving rates on paper bags in less than carload lots from Baltimore, Md., to points in Southern Classification territory.

No. 981. *Enterprise Manufacturing Co. et al. v. Georgia R. R. Co. et al.*, involving rate on cotton goods from southern mills via Pacific ports to Asiatic ports.

No. 1062. *Lead Commercial Club v. C. & N. W. Ry. Co. et al.*, involving class rates from Chicago and Omaha to Lead.

No. 1017. *Loup Creek Colliery Co. v. Virginian Ry. Co. et al.*, involving establishment of joint through routes from Page, W. Va., to points outside of West Virginia, and fixing of joint rates on coal and coke between said points.

Nos. 1073 and 1074. *Laning-Harris Coal & Grain Co. v. A. T. & S. F. Ry. Co.*, involving reasonableness of switching charge on shipments of grain to Kansas City.

No. 1092. *A. M. Fellows Coal & Material Co. v. Mo. Pac. Ry. Co.*, involving rate on coal from Jewett, Kans., to Kansas City, Mo.

No. 1210. *Missouri & Kansas Shippers' Asso. v. M., K. & T. Ry. Co.*, involving rates from certain points in Kansas to Kansas City and St. Joseph, Mo., alleging infraction of fourth section.

No. 1078. *Leonard v. C., M. & St. P. Ry. Co.* No. 1184. *Arkansas Fuel Co. v. Same.* No. 1075. *Laning-Harris Coal & Grain Co. v. Same.* No. 1211. *Star Coal Co. v. Same.* No. 1220. *Mayer Coal Co. v. Same.* No. 1222. *Gray-Bryan Coal Co. v. Same.* These cases involved reparation based on alleged illegal exaction of switching charge at Kansas City on interstate shipments of coal and other commodities.

No. 931. *Commercial Club of Santa Barbara, California, v. Southern Pacific Company et al.*, involving transcontinental shipments to Santa Barbara, Cal., as compared with such shipments to other Pacific coast terminals.

NO ORDERS ISSUED.

The Commission, for reasons appearing in the decisions, made no orders in the following cases:

No. 732. *Cattle Raisers' Asso. of Tex. v. M., K. & T. Ry. Co. et al.*

No. 466. *Cattle Raisers' Asso. of Tex. v. C., B. & Q. R. R. Co. et al.*

In re Transportation of Land and Immigration Agents.

In re Railroad-Telegraph Contracts.

In re Free Transportation of Newspaper Employees.

No. 886. *Amer. Nat. Live Stock Asso. v. Tex. & Pac. Ry. Co. et al.*

In re Exchange of Free Transportation.

- No. 907. *Mason v. C., R. I. & P. Ry. Co.*
In re Party Rate Tickets.
- No. 933. In re Through Routes and Through Rates.
- No. 995. *Nield v. C., St. P., M. & O. Ry. Co.*
- No. 1024. *McRae Terminal Ry. v. Southern Ry. Co. et al.*
- No. 943. In re Consolidations and Combinations of Carriers.
- No. 961. *Rogers & Co. v. Philadelphia & Reading Ry. Co.*
- No. 1090. *Cudahy Packing Co. v. C. & N. W. Ry. Co.*

COURT DECISIONS.

CASES INVOLVING ENFORCEMENT OF ORDERS OF THE COMMISSION.

Five court decisions have been rendered since our last annual report in cases involving the enforcement of orders issued by the Commission. These are what are known as the Soap Classification case, relating to the classification of common soap adopted in Official Classification territory; the Tift case, involving the advance of 2 cents per 100 pounds on lumber from points in Georgia to Ohio River destinations; the Yellow Pine Association case, relating to a similar advance on lumber from points in Louisiana, Mississippi, and Alabama; the Hay and Grain case for reparation on reconsigned shipments at St. Louis; and the Preston & Davis case, involving discrimination in terminal facilities at Brooklyn, N. Y.

The Soap Classification case.—On May 13 of this year the United States Supreme Court rendered a decision affirming the decree of the United States circuit court for the southern district of Ohio enforcing an order of this Commission directing the principal carriers in Official Classification territory to cease and desist from further charging the freight rate for common soap in less than carload lots promulgated in a classification adopted to govern in such territory. *Cincinnati, Hamilton & Dayton Railway Company et al. v. Interstate Commerce Commission*, 206 U. S., 142.

At the time of the complaint before the Commission soap in less than carloads took third-class rates, and the complainant sought a reduction to fourth-class rates. Pending the hearing before the Commission the carriers reduced the classification of common soap in less than carloads to 20 per cent less than third class and not less than fourth class. The Commission sustained the complaint as to soap in less than carloads, and ordered the carriers to cease and desist from charging for the transportation of common or laundry soap in less than carload quantities rates per 100 pounds equal to 20 per cent less than the third-class rates. The carriers refusing to obey the order, suit was brought, and the circuit court sustained the order of the Commission.

The Supreme Court, in its opinion, decided that the Commission in investigating this complaint had the power, in the public interests, unembarrassed by any supposed admissions contained in the complaint, to consider the whole subject, and the operation of the classifi-

cation in the entire territory, and also how far its going into effect would be just and reasonable, would create preferences, and would engender discrimination. The court said that any supposed admissions in a complaint filed by soap manufacturers with the Commission as to the freight rate for common soap adopted in Official Classification territory are ineffectual to deprive a Federal circuit court, in a proceeding to enforce the order of the Commission in the case, of the power to test the validity of such order by the scope of the act to regulate commerce.

The Supreme Court further held that the disturbance in the relations between freight rates for soap in carload and less than carload lots created by advancing the former from class 6 to class 5 and the latter from class 4 to class 3 in a new classification adopted to govern in Official Classification territory was not cured by classifying soap in less than carload lots at 20 per cent in less than third class, but not less than fourth class, where the result of applying this modified percentage classification to the varying rates is to leave soap in less than carload lots in the fourth class in portions of a territory and in a higher class in other portions. Findings of the Commission, said the court, that a classification of freight rates adopted to govern in such territory produces preferences and discrimination will not be interfered with on appeal when concurred in by a Federal circuit court unless the record establishes that clear and unmistakable error has been committed.

The court said that the Commission was authorized to grant relief in this case irrespective of the particular character of the complaint by which its power may have been previously invoked. Whatever might be the rule by which to determine whether an order of the Commission was too general where the case with which the order dealt involved simply a discrimination as against an individual, or a discrimination or preference in favor of or against an individual or a specific commodity or commodities or localities, or as applied to territory subject to different classification, the court thought it clear that the order made in this case was within the competency of the Commission, in view of the nature and character of the wrongs found to have been committed and the redress which that wrong necessitated. The court concluded that the Commission was clearly within the authority conferred by the act in directing the carriers to cease and desist from further enforcing the classification.

The Tift case.—The United States Supreme Court sustained during the present year the order issued by the Commission in the case of Southern Railway Company et al. v. Tift et al., 206 U. S., 428.

In this case an advance of 2 cents per 100 pounds in the lumber rates from points in Georgia and Chattanooga, Tenn., to Cincinnati and other points on the Ohio River, East St. Louis, and St. Louis, and

points beyond, was complained of. The Commission decided that such advance of 2 cents was unreasonable and unjust. The defendant carriers having failed to obey the order of the Commission, the United States circuit court for the southern district of Georgia decreed enforcement of the Commission's order.

In sustaining the circuit court the Supreme Court declared that the rule that an action at law to recover excessive interstate freight charges can not be maintained in advance of action by the Commission will not prevent a Federal circuit court which has suspended proceeding on a bill seeking relief from an advance in freight rate, pending action by the Commission, from granting relief in the exercise of its powers under section 16 of the act. Parties after action by the Commission declaring an increased freight rate to be unreasonable may make a valid stipulation in the Federal court that such court may adjudge the amount of the reparation; and the Federal circuit court may direct an order of reference to the master of the pleadings and evidence in the cause with the instructions to ascertain the sum of the increase in rates paid since the rate went into effect, where the defendant carriers stipulated in open court that in case complainants prevailed a decree of restitution might be made.

The Yellow Pine Association case.—At the same sitting the Supreme Court also sustained the Commission in the case of the Illinois Central Railroad Company *v.* Interstate Commerce Commission, 206 U. S., 441. The facts in this case were somewhat similar to those in the Tift case, as they involved the unreasonableness of the advance in the rates on lumber of 2 cents per 100 pounds, but the points of origin were different.

The Supreme Court of the United States, in upholding the United States circuit court for the eastern district of Louisiana and this Commission, said that even if error could be attributed to the Commission in deciding that expenditures for permanent improvements and equipment should not be charged to the current or operating expenses of a single year for the purpose of testing the reasonableness of an increased freight rate, such error would not require the reversal of a decree enforcing an order of the Commission requiring carriers to desist from enforcing such rate, where the findings show that the old rates were profitable and that dividends were declared even when permanent improvements and equipment were charged to operating expenses. Expenditures for permanent improvements and equipment should not be charged to the current or operating expenses of a single year for the purpose of testing the reasonableness of an increased freight rate. The Supreme Court further held that no presumption of law that a freight rate upon a particular commodity is reasonably low exists because such rate has been duly published and filed by the carrier with the Commission. A con-

certed advance in a freight rate may be held unreasonable by the Commission, although such rate may be but a mere division of a through rate.

The Hay and Grain case.—On April 16 last the United States circuit court of appeals for the seventh circuit affirmed the judgment of the United States circuit court for the eastern district of Illinois which enforced the order of the Commission allowing reparation. *Southern Railway Company v. St. Louis Hay and Grain Company*, 153 Fed. Rep., 728. It appeared in an investigation held by the Commission that the Southern Railway Company in transporting from East St. Louis to southeastern points hay in carloads, originating north and east of East St. Louis, exacted 4 cents per 100 pounds in addition to the rate to such destinations from Ohio River points when the hay was unloaded at warehouses in East St. Louis and afterwards reconsigned to southeastern points, but only 2 cents per 100 pounds in addition to such rates when not so unloaded. The Commission found such rate on unloaded and reconsigned shipments from East St. Louis unjust and unreasonable, and awarded reparation to the extent of 1 cent per 100 pounds upon shipments made by the St. Louis Hay & Grain Company. The circuit court held that the findings of fact of the Commission and its award of reparation were justified by the evidence. In affirming the judgment of the circuit court the circuit court of appeals, among other things, decided that where a proceeding to enforce the Commission's findings was tried by a Federal court without a jury it was not error for the court to receive the Commission's report in evidence without excluding matters of opinion stated therein, as distinguished from the Commission's findings of fact. This case is now pending before the Supreme Court of the United States.

The Preston & Davis case.—The Delaware, Lackawanna & Western Railroad Company applied to the circuit court for the southern district of New York for a preliminary injunction against the Commission and Preston & Davis to restrain enforcement of the order of the Commission referred to in another part of this report. The injunction was applied for on the ground of risk from fire because of the mode of unloading oil by Preston & Davis at the Brooklyn terminal. The preliminary injunction was denied by the court, on August 10 last, on the ground that the Commission in its order expressly provided that the railroad company might take all needful precautions against a conflagration or other liability to accident by requiring a safer mode of unloading. 155 Fed. Rep., 512. This case was the only one in the past year in which the carriers attempted to prevent enforcement of an order of the Commission.

INJUNCTION TO RESTRAIN PROCEEDINGS BEFORE THE COMMISSION.

In a recent case, not yet reported, of the Fairmont Coal Company et al. v. Merchants Coal Company et al., in the circuit court of the United States for the district of Maryland, a bill was filed to restrain the Merchants Coal Company from prosecuting a complaint which it had filed before this Commission. The circuit court granted the injunction on the ground that the matters set up in the complaint before the Commission were *res adjudicata*, having been disposed of in a proceeding before that court. This was held by the court, although the Merchants Coal Company, the complainant before the Commission, was not made a party of record to the court proceeding, and the decree of the court in the proceeding before it was not final, because an appeal had been taken to the circuit court of appeals, where it was still pending.

INJUNCTION TO RESTRAIN PROPOSED RATES.

On September 27 last the United States circuit court for the district of South Dakota rendered decision on final hearing in the case of Jewett Brothers & Jewett v. Chicago, Milwaukee & St. Paul Railway Company, 156 Fed. Rep., 160. The court held that as a court of the United States it has jurisdiction of a suit by a shipper to enjoin a railroad company from putting into effect a proposed rate alleged to be unlawful, as in violation of the interstate commerce law, either as unreasonable and unjust in itself or discriminatory, when the jurisdictional amount is involved. But it declared that as court of equity it can not entertain a suit for a temporary injunction to restrain an interstate carrier from putting into effect an alleged unlawful rate, where such suit is merely in aid of a proceeding instituted before this Commission to have such rate declared unlawful, since the Commission is without power to pass on a rate which is merely proposed by a carrier, but which has not been put into effect.

RELIEF FROM UNREASONABLE FREIGHT RATES ON INTERSTATE SHIPMENTS IS BY ACTION BEFORE THE COMMISSION ONLY.

The United States Supreme Court in February last decided the important case of the Texas & Pacific Railway Company v. Abilene Cotton Oil Company, 204 U. S., 426, which was a suit to obtain relief in a State court from an alleged unreasonable interstate freight rate exacted by a common carrier from a shipper. The oil company alleged that the railway company had exacted from it on shipments of cotton seed from various points in Louisiana to Abilene, Tex., the payment of an unjust and unreasonable rate, and there were averments that such rate was discriminatory, constituted undue preference, and amounted to charging more for a shorter than for a longer

haul. The railway company resisted, on the ground that the shipments were interstate and were covered by the act to regulate commerce. It was averred that, as the rate complained of was the one fixed in the rate sheets which the company had established and filed as required by the act, the State court was without jurisdiction to entertain the cause, and, even if such court had jurisdiction, it could not, without disregarding the act, grant relief upon the basis that the established rate was unreasonable when it had not been found to be so by the Interstate Commerce Commission. The averments of discrimination, undue preference, and a greater charge for a shorter haul than for a longer haul were eliminated in the course of the trial. The judgment of the trial court was for the railway company; but the court of civil appeals of Texas reached the conclusion that jurisdiction to grant relief existed in the State court, and that to do so was not repugnant to the act to regulate commerce.

The railway company obtained writ of error to the Supreme Court of the United States. The assigned errors were addressed exclusively to the operation of the act to regulate commerce upon the jurisdiction of the courts below to entertain the controversy, and its power in any event to afford relief to the oil company, based upon the alleged unreasonableness of the rate under the circumstances disclosed. The Supreme Court reversed the judgment of the court below, and decided that the shipper can not maintain such an action without reference to any previous action by the Interstate Commerce Commission, where such rate has been filed with the Commission and promulgated as provided by the act.

The court said that the independent right of an individual originally to maintain action to obtain pecuniary redress for violations of the act, conferred by section 9, must be confined to such wrongs as can, consistently with the context of the act, be redressed without previous action by the Commission, and that the provision of section 22, that nothing therein "shall in any way abridge or alter the remedies now existing at common law or by statute," but the provisions of this act are in addition to such remedies," can not be construed as continuing in shippers a common-law right, the continued existence of which would be absolutely inconsistent with the provisions of the statute.

In arriving at this conclusion the court said:

If, without previous action by the Commission, power might be exerted by courts and juries generally to determine the reasonableness of an established rate, it would follow that, unless all courts reached an identical conclusion, a uniform standard of rates in the future would be impossible, as the standard would fluctuate and vary, dependent upon the divergent conclusions reached as to reasonableness by the various courts called upon to consider the subject as an original question. Indeed, the recognition of such a right is wholly inconsistent with the administrative power conferred upon the Commission, and with the duty, which the statute casts upon that body,

of seeing to it that the statutory requirement as to uniformity and equality of rates is observed. Equally obvious is it that the existence of such a power in the courts, independent of prior action by the Commission, would lead to favoritism, to the enforcement of one rate in one jurisdiction and a different one in another, would destroy the prohibitions against preferences and discrimination, and afford, moreover, a ready means by which, through collusive proceedings, the wrongs which the statute was intended to remedy could be successfully restricted. Indeed, no reason can be perceived for the enactment of the provision endowing the administrative tribunal which the act created with power, on due proof, not only to award reparation to a particular shipper, but to command the carrier to desist from violation of the act in the future, thus compelling the alteration of the old or the filing of a new schedule, conformably to the action of the Commission, if the power was left in the courts to grant relief on complaint of any shipper, upon a theory that the established rate could be disregarded and be treated as unreasonable, without reference to previous action by the Commission in the premises. This must be, because, if the power existed in both courts and the Commission to originally hear complaints on this subject, there might be a divergence between the action of the Commission and the decision of a court. In other words, the established schedule might be found reasonable by the Commission in the first instance and unreasonable by a court acting originally, and thus a conflict would arise which would render the enforcement of the act impossible.

In the Tift case, above quoted, the Supreme Court, in distinguishing the Abilene case, said:

We are not required to say, however, that because an action at law for damages to recover unreasonable rates which have been exacted in accordance with the schedule of rates as filed is forbidden by the interstate commerce act a suit in equity is also forbidden to prevent a filing or enforcement of a schedule of unreasonable rates or a change to unjust or unreasonable rates.

The case of *Texas & Pacific Railway Company v. Cisco Oil Mills*, 204 U. S., 449, was reversed by the Supreme Court upon substantially the same grounds as the Abilene case; but the Supreme Court held further in the *Cisco Oil Mills* case that interstate freight rates are established when a schedule thereof is filed by a carrier with the Commission and copies are furnished by the railway company to its freight offices, although such rates may not be "posted," as required by section 6 of the act.

POWER OF CONGRESS TO DELEGATE CERTAIN DUTIES TO EXECUTIVE DEPARTMENTS.

The Supreme Court of the United States decided in February last the case of the *Union Bridge Company v. United States*, 204 U. S., 364. This case involved the constitutionality of an act of Congress empowering the Secretary of War, when satisfied, after a hearing of the parties interested, that a bridge over a navigable stream is an unreasonable obstruction to navigation, to require such changes or alterations as will render navigation reasonably safe, easy, and unobstructed. The bridge company claimed that the statute was in violation of the Constitution of the United States as delegating legislative and judicial powers to the head of an Executive Department of the Government.

The court held that such law does not so unconstitutionally delegate such power, and said:

If the principle for which the defendant contends received our approval, the conclusion could not be avoided that executive officers, in all the Departments, in carrying out the will of Congress, as expressed in statutes enacted by it, have, from the foundation of the National Government, exercised, and are now exercising, powers as to mere details that are strictly legislative or judicial in their nature. This will be apparent upon an examination of the various statutes that confer authority upon Executive Departments in respect of the enforcement of the laws of the United States. Indeed, it is not too much to say that a denial to Congress of the right, under the Constitution, to delegate the power to determine some fact or the state of things upon which the enforcement of its enactment depends would be "to stop the wheels of the Government" and bring about confusion, if not paralysis, in the conduct of the public business.

POWER OF CONGRESS TO REGULATE INTERSTATE COMMERCE.

In a recent charge to the grand jury the district judge of the United States for the southern district of Georgia defined interstate commerce as intercourse for the purposes of trade in any and all of its forms, including transportation, purchase, sale, and exchange of commodities between the citizens of different States; and he further declared that if any commercial transaction reaches an entirety in two or more States, and if the parties dealing with reference to that transaction deal from different States, then the whole transaction is a part of an interstate commerce of the United States, and subject to regulation by Congress under the Constitution. 151 Fed. Rep., 834.

The Supreme Court of the United States in the case of the Illinois Central Railroad Company *v.* McKendree, 203 U. S., 514, held that certain quarantine regulations of the Secretary of Agriculture under the diseased live stock act are void as in excess of the powers conferred by that act, where on their face they apply as well to intrastate as to interstate commerce. It seems that such regulations made a quarantine line that ran across the State of Tennessee and penalized transporting diseased cattle at certain times across that line. The order of the Secretary of Agriculture included cattle transported from the south of the line, whether within or without the State of Tennessee. The Government urged that it was not the intention of the Secretary to make provision for intrastate commerce; but the order in terms applied alike to interstate and intrastate commerce. The Supreme Court thought that this order of the Secretary included commerce wholly within the State and thereby exceeded any authority which Congress intended to confer upon him by the act in question.

The United States Supreme Court in February last had occasion to decide an interesting question involving what is interstate commerce. Gulf, Colorado & Santa Fe Railway Company *v.* Texas, 204 U. S., 403. It appeared that a grain company at Kansas City, Mo., having

sold a firm at Goldthwaite, Tex., two cars of corn which as yet it did not own, contracted with a commission company, also at Kansas City, for the purchase of two cars of corn to be delivered at Texarkana, Tex. Previous to this the commission company had purchased two cars of corn to be delivered to it at Texarkana, the shipment originating at Hudson, S. Dak., with a receiving carrier whose bills of lading limited its liability to its own line, with a like limitation for all connecting carriers. The purchase from the commission company by the grain company took place while this shipment was at Kansas City on its way south, and two days after the purchase the grain company ascertained that the corn to fill its order would come from Kansas City. The commission company had an agent at Texarkana who, by arrangement between the two companies, reshipped the corn without breaking bulk to the firm at Goldthwaite, blank bills of lading having been furnished the commission company by the grain company, which were forwarded to the agent who, when they were executed by the carrier receiving the corn at Texarkana, delivered them to its grain company. The receipt of these bills was the first notice the commission company had of the ultimate destination of the shipment. Upon this state of facts the court of Texas held that on delivery by the commission company to the grain company at Texarkana the shipment lost its character of interstate commerce, and from Texarkana to Goldthwaite fell within the jurisdiction of the State railroad commission.

The United States Supreme Court affirmed the decision in this case and held that the intention or purpose of the owners of an interstate shipment of grain to forward such grain from the original terminal point to another point in the same State does not make the shipment between such two points, when performed by a connecting carrier to which the grain was delivered by the original terminal carrier in obedience to the instructions of the owner, an interstate shipment, and, as such, exempt from the regulations of a State railroad commission.

In another case akin to this, the Alabama & Vicksburg Railway Company *v.* Railroad Commission of Mississippi, 203 U. S., 496, the Supreme Court of the United States in December, 1906, decided that the State commission of Mississippi may, so far as the Federal Constitution is concerned, establish a flat rate of 3½ cents per 100 pounds on grain and grain products carried from Vicksburg to Meridian over the Alabama & Vicksburg Railway, where that road, under the guise of a "rebilling rate," gives any Vicksburg merchant receiving a carload of grain or grain products over the Vicksburg, Shreveport & Pacific Railroad a rate of 3½ cents per 100 pounds on any grain he may ship to Meridian. The court said:

While it may be true that a local railway's share of an interstate rate may not be a legitimate basis upon which a State railroad commission can establish and enforce

a purely local rate, yet, whenever, under the guise or pretense of a rebilling rate, some merchants are given a local rate, the Commission is justified in making that rate the rate for all. It is not bound to inquire whether it furnishes adequate returns to the railway company, for the State may insist upon equality, to be enforced under the same conditions against all who perform a public or quasi public service.

INJUNCTIONS TO RESTRAIN STATE RATES AND PRACTICES.

The United States circuit court for the western district of North Carolina, on July 22 last, in the case of *Ex parte* Wood, 155 Fed. Rep., 190, and the same court for the eastern district of that State in *Southern Railway Company v. McNeill*, 155 Fed. Rep., 756, decided that section 4 of the North Carolina act of 1907, prescribing the maximum rates which may be charged by railroad companies for the carriage of passengers within the State, and which provides that any railroad company violating any provision of the act shall be liable to a penalty of \$500 for each violation payable to the person aggrieved, and any agent of such company violating the act shall be guilty of a misdemeanor, is unconstitutional as a denial to the railroad companies of the equal protection of the laws by subjecting them to excessive and ruinous penalties if they exercise their right to contest the validity of the law in the courts.

In a similar suit brought in the United States circuit court for the western district of Missouri in the case of the *St. Louis & San Francisco Railroad Company v. Hadley et al.*, the court refused, on June 17 last, to grant injunction to restrain the putting into effect of the State statute fixing maximum rates of passenger fares on railroads and decided to await a demonstration of the reasonableness or unreasonableness of such rates by actual trial for a reasonable length of time. 155 Fed. Rep., 220.

In the case of *Poor et al. v. the Iowa Central Railway Company et al.*, 155 Fed. Rep., 226, the United States circuit court for the southern district of Iowa held, on July 11 last, that a stockholder in a railroad company can not maintain a suit in a Federal court to enjoin the company from obeying the State statute fixing freight or passenger rates, where the only effort made by the complainant to secure the desired action alleged in the bill was a demand on the directors and the manner or reason for its refusal are not disclosed, since such refusal may have been the proper exercise of the discretionary power vested in the directors.

The United States circuit court for the district of Minnesota, in the case of *Perkins et al. v. the Northern Pacific Railway Company et al.*, on September 23 last, granted a preliminary injunction restraining the putting into effect an act of the State of Minnesota fixing rates for the carrying of commodities by railroads within the State on the ground that such rates, if enforced, in connection with reductions in both

commodity and passenger rates made by prior acts, would, on the showing made, be confiscatory. 155 Fed. Rep., 445. Judge Lochren, in this case, said:

I have no doubt that Congress might very properly, under the constitutional provision giving it the entire power of control over interstate commerce, assume control of the avenues of interstate commerce, of the railroads which are engaged in interstate commerce, and of all rates which are collected by those railroads, whether within the States or without the States, because the matter of those rates would affect these avenues of interstate commerce, and might affect their ability to continue as avenues of interstate commerce. The rates, if they were fixed by the States, might be fixed so low in one State, and another, and all of them, that the railroads could not exist and could not perform their functions as carriers of interstate commerce, and for the purpose of securing these railroads as carriers of interstate commerce, Congress would have the power, under that provision, to take the entire control of the regulation and the rates which the carriers of intrastate commerce, upon the avenues of interstate commerce, would have the right to charge, the same as Congress has assumed the right, under the same very clause, to control the navigation of the coastwise waters, bays, and lakes, and the rivers running through the country, even if the rivers are entirely within a particular State.

In the case of the Seaboard Air Line Railway Company et al. *v.* the Railroad Commission of Alabama et al., 155 Fed. Rep., 792, the United States circuit court of the middle district of Alabama, on July 14 last, issued a preliminary injunction restraining reductions in passenger and freight rates. The court said that one of the most satisfactory modes of arriving at the harmful or beneficial effect upon the revenues of corporations of the operation of statutes reducing rates is to take the gross and net income for the years just preceding the enactment of the statute, if it be probable that the business will continue in substantially the same volume and at the same costs, and compare the results in the prior years under the prior laws and the results which would have been effected if the reduced rates had been applied to such business. The court may in case of doubt order the rates tested by actual operation; but such experimentation with the property of anyone is never justifiable in any case where the facts presented on the preliminary hearing show only a moderate income under the former law and a very strong probability of deficiency, or scant earnings at best, under the reduced rates.

The United States circuit court for the northern district of Georgia, in the case of the Georgia Railroad Company *v.* McLendon et al., 155 Fed. Rep., 974, declined to issue a temporary injunction restraining the putting into effect of a railroad rate established by the State commission of Georgia, under authority given by the constitution and laws of that State after due notice and hearing, when the commission's order putting in the rates by its terms was not to take effect for nearly three months after its adoption, and no application for a restraining order was made until within two days of the expiration of such time.

The United States Supreme Court decided on November 4, 1907, the interesting case of *Seaboard Air Line Railway v. Seegers*. 207 U. S., 73. It appeared in this case that the statute of South Carolina of 1903 imposed a penalty of \$50 on all common carriers for failure to adjust damage claims within forty days. The Supreme Court held that this statute is not as to intrastate shipments unconstitutional as violative of the fourteenth amendment. Neither the classification, the amount of the penalty, or the time of adjustment was beyond the power of the State to determine. The amount involved in this case was quite small, but the court declared that small shipments are the ones which especially need the protection of penal statutes of this nature.

FACILITIES OF TRAFFIC.

In the case of the *Atlantic Coast Line Railroad Company v. the North Carolina Corporation Commission*, 206 U. S., 1, decided by the United States Supreme Court in April last, it was held that the power of the State to regulate railroads extends to securing to the public reasonable facilities for making connections between different carriers. An order of the North Carolina Corporation Commission required the Atlantic Coast Line Railroad Company to restore the connection at Selma, N. C., with a train of the Southern Railway Company, which afforded the principal means of travel between the eastern and western parts of the State.

The Supreme Court, after considering the facts of the case, decided that such order is not so arbitrary and unreasonable as to amount to a denial of due process of law, or to a deprivation of the equal protection of the laws, if other connections are inadequate for the public convenience, although compliance with the order may necessitate operating an extra train at a loss or extending with like result the run of a local train. But it appeared that the income of the railroad company from its business in the State affords adequate remuneration after allowing for any possible loss resulting from operating either of such trains. The court said:

This is so because, as the primal duty of a carrier is to furnish adequate facilities to the public, that duty may well be compelled, although by doing so as an incident some pecuniary loss from rendering such service may result. It follows, therefore, that the mere incurring of a loss from the performance of such a duty does not in and of itself necessarily give rise to the conclusion of unreasonableness, as would be the case where the whole scheme of rates was unreasonable.

In the case of *United States ex rel. Pitcairn Coal Company v. Baltimore & Ohio Railroad Company*, 154 Fed. Rep., 108, in which the coal company sued for a writ of mandamus to require the Baltimore & Ohio Railroad Company to cease from subjecting it and other coal companies to undue and unreasonable discrimination in the shipping

and transportation of coal, recently decided in the United States circuit court for the district of Maryland, practically the same questions were involved as arose in the complaints before the Commission in the cases of the railroad commission of Ohio, referred to in another portion of this report, in that the railroad companies did not count the private cars or the foreign railway fuel cars in the general distribution. In the decision of this case the court said:

My finding and ruling is that the relator is entitled to have allotted to it its percentage of all the available car-supply equipment, whether of general or individual cars, and that the relator and those in like situation with it are subjected to an unreasonable disadvantage by getting only a percentage of the free Baltimore & Ohio equipment after having first eliminated therefrom the individual cars, but in no case are the owners of the individual cars or those entitled to them by contract to be deprived of the exclusive use of their individual cars, but the individual cars assigned by the owner to be loaded at specified mines to be charged against the specified mine as part of its pro rata distribution of cars.

As to foreign railway fuel cars, the court held that these cars were sent for a special purpose and could not be used for any other; that they are not available for commercial shipments, and that the coal so shipped is in a class different from the ordinary commercial shipments, and that therefore such foreign railway fuel cars should not be counted in the general distribution.

Note the difference between the case just referred to and that of the Logan Coal Company v. Pennsylvania Railroad Company, 154 Fed. Rep., 497, recently decided in the United States circuit court for the eastern district of Pennsylvania. In this case the Pennsylvania Railroad Company was, and for some time had been, observing the following rule:

Commencing January 1, 1906, assigned cars—i. e., cars for Pennsylvania Railroad fuel supply, foreign railroad cars especially consigned for the fuel supply of railroads consigning such cars, and individual cars assigned by the owners to specified mines for loading—will be charged against the capacity of the mine at which they are placed. The difference between the rated capacity of a mine and the capacity of the assigned cars placed for loading will be the rate capacity on which all cars will be prorated.

In this it will be noted that the fuel cars, including those for its own fuel supply and the private cars, were counted in the distribution.

The Logan Coal Company sued out a writ of mandamus to require the Pennsylvania Railroad Company to discontinue the enforcement of that rule and to assign all specially consigned fuel cars and private cars arbitrarily, giving them to the mine to which such cars were so consigned, in addition to their full quota of system cars. In deciding the case the court said:

Under sections 1, 3, and 7 of the interstate commerce act a rule providing that in the distribution of the cars of a railroad company available for the transportation of coal, cars for the railroad's fuel supply, foreign railroad cars specially consigned for the fuel supply of the consigning railroads, and individual cars owned by the shippers and assigned to specified mines for loading, should be charged against the capacity of the mines at which they were placed, and that the difference between the rated capacity

of the mine and the capacity of such assigned cars should be the rate on which all the other cars of the railroad company would be prorated, which rule operated slightly to the advantage of the owners of individual cars, was not objectionable as a discrimination against them.

It will thus be seen that the conclusions reached by the United States circuit courts in these two districts as to the propriety of counting the foreign railway fuel cars in this distribution of equipment are diametrically opposed. The Commission said in the cases brought before it by the railroad commission of Ohio:

With the highest respect for the views of the court in the district of Maryland, we are of the opinion that the conclusions reached by the court for the eastern district of Pennsylvania are in accordance with the spirit of the act to regulate commerce and appear to be supported by the great weight of authority on the subject.

The first court decision respecting the provision of the act as amended prohibiting railroad companies transporting commodities in which they are interested was recently rendered by the supreme court of New York. *Central Trust Company v. Pittsburg, Shawmut & Northern Railroad Company*, 101 N. Y. Supp., 837. It arose upon a petition presented to the court to authorize a receiver of the railroad company to issue receivers' certificates for the purpose of opening a mine and improving the road leading thereto. The court held that that portion of the rate law prohibiting the ownership of mines by common carriers applied to this case, for the carrier had termini in a State other than the State in which the mines were located. The court denied the motion, saying that the State court would not render its aid to accomplish the violation of the Federal statute.

In the case of the *Baltimore & Ohio Railroad Company v. Hamburger et al.*, decided by the circuit court for the eastern district of Virginia on August 30 last, the court held that under the act to regulate commerce as amended by the act of June 29, 1906, a provision in a passenger's ticket sold by a railroad company making it non-transferable, where no such limitation is shown in the company's schedule, is unlawful and void, and that the company can not maintain a suit in equity based on such provision to enjoin transfers of such tickets. 155 Fed. Rep., 849.

DEMURRAGE CHARGES.

In February last the United States circuit court for the district of Massachusetts held in the case of *Michie v. New York, New Haven & Hartford Railroad Company*, 151 Fed. Rep., 694, that the provisions of the act to regulate commerce requiring rates for the transportation and for the "receiving, delivering, storage, or handling" of property by an interstate carrier to be reasonable, and prohibiting discrimination, are sufficiently broad to cover demurrage charges on interstate shipments.

A statute of Mississippi provides that the railroad commission of that State may fix all charges and supervise and regulate all carriers subject to the act, including car-service associations or other associations governing or controlling cars or rolling stock. Enforcing this provision, the Mississippi commission made a rule providing that when cars are properly loaded and shipping instructions given the railroad agent must immediately issue bills of lading therefor, and that if a car or cars are detained or held and not carried within twenty-four hours thereafter the railroad company shall be liable to the shipper for the payment of one dollar for each day or fraction of a day that the car or cars are thus detained or held. The validity of this order was contested in the courts, but in *Yazoo & Mississippi Valley Railroad Company v. Keystone Lumber Company*, 43 So. Rep., 605, the court held that the railroad commission had power to make such rules for reciprocal demurrage.

The supreme court of North Carolina rendered a similar decision in the case of *Stone & Company v. Atlantic Coast Line Railroad Company*, 56 S. E. Rep., 932. The North Carolina statute declares that it shall be unlawful for any railroad company to neglect to transport within a reasonable time any goods received for shipment and billed to or from any place in the State, unless otherwise agreed between the parties or unless the same be destroyed, under a penalty. It is further provided that the railroad shall be deemed to have transported the goods in a reasonable time if it has done so within the ordinary time required for such transportation, and that a delay of two days at the initial point, and forty-eight hours at one intermediate point for each 100 miles or fraction over which goods are to be transported, shall be held to be *prima facie* reasonable, and a failure to transport within such time shall be held *prima facie* unreasonable. The supreme court of North Carolina decided that this statute is a legitimate exercise of the police power of the State, and reasonable in its provisions.

FREE PASSES.

An interesting case involving construction of the recent free-pass amendment to the act arose in the United States circuit court for the western district of Kentucky in the case of *Mottley et al. v. Louisville & Nashville Railroad Company*, 150 Fed. Rep., 406. It seems that Mottley and his wife made a contract in October, 1871, with the Louisville & Nashville Railroad Company, by which the carrier, in consideration of a release of damages for injuries to complainants, contracted to issue free passes over its line to complainants during their natural lives. This agreement was accepted by the complainants and the railroad company, from its date until January 1 last, for each of the next succeeding thirty-five years, issued to the com-

plainant the passes it thereby stipulated to issue. On January 1 the defendant refused to issue any further passes for interstate transportation to complainants, claiming that the free-pass amendment to the act made such issuance illegal. Upon the complainants bringing suit to compel defendant to specifically perform the stipulations of the contract the defendant demurred to the bill, setting up such amendment as defense. The court overruled the demurrer and said:

Notwithstanding the general purpose of the act and notwithstanding the general language used therein, must we conclude that Congress intended to deal with the very unusual case of contracts like that with the complainant, whereby they had already contracted and paid for their own transportation as passengers over defendant's lines? Complainants, by paying for it, had acquired a vested right, certainly as between them and the defendant, to the thing the latter contracted to deliver. Under these circumstances, is it fair or more near right to assume that Congress meant to destroy this vested right without requiring the defendant to reimburse the complainants the money potentially paid for the service than it is to assume that Congress meant to do no such unjust and unnecessary thing even by the general language of the act? The invalidation of the complainants' contract would have no appreciable effect upon the general operations of the act, and would, therefore, be practically as unnecessary as it would be unjust. Such invalidation could be justified upon no principle which would aid in the general purposes of the legislation, but would be the wanton infliction of an unnecessary wrong. We are unwilling, therefore, to impute to Congress a deliberate intention of that character, and we believe the authorities justify this reluctance.

This case is now pending on appeal in the United States Supreme Court, and an early opinion is expected.

SAFETY-APPLIANCE ACT.

The most important decision under the Federal safety-appliance acts during the past year was that rendered by the United States Supreme Court in March last in the case of *Schlemmer v. Buffalo, Rochester & Pittsburg Railway Company*, 205 U. S., 1.

This was an action for the death of the plaintiff's intestate while trying to couple a shovel car to a caboose. A nonsuit was directed at the trial, and the direction was sustained by the supreme court of the State of Pennsylvania. The shovel car was part of a train on its way through Pennsylvania from a point in New York, and was not equipped with an automatic coupler in accordance with the safety-appliance acts. Instead of such a coupler it had an iron drawbar fastened underneath the car by a pin and projecting about a foot beyond the car. This drawbar weighed about 80 pounds, and its free end played up and down. On this end was an eye, and the coupling had to be done by lifting the free end possibly a foot, so that it should enter a slot in an automatic coupler on the caboose and allow a pin to drop through the eye. Owing to the absence of buffers on the shovel car and to its being so high that it would pass over those on the caboose, the car and caboose would crush anyone between

them if they came together and the coupling failed to be made. Schlemmer was ordered to make the coupling and the train was slowly approaching the caboose. To do so he had to get between the cars, keeping below the level of the bottom of the shovel car. It was dusk, and in endeavoring to obey the order and to guide the drawbar he rose a very little too high, and, as he failed to hit the slot, the top of his head was crushed.

The State court decided in this case, as a matter of law, that a railway employee killed in the manner above described was guilty of contributory negligence in lifting his head a little too high after he had been warned of the danger. The Supreme Court of the United States, in reversing the judgment of the supreme court of Pennsylvania, held that the State court can not by such decision defeat the appellate jurisdiction of the Federal Supreme Court, where section 8 of the safety-appliance act was specially invoked as excluding the defense of assumption of risk.

The Supreme Court also decided that a shovel car is a "car" within the meaning of the act, and that the burden of proof is upon a carrier to bring itself within the exception in favor of four-wheeled cars which is made by the provision in section 6 of the act. In discussing the difference between assumption of risk and contributory negligence, the court said:

Assumption of risk in this broad sense obviously shades into negligence as commonly understood. Negligence consists in conduct which common experience or the special knowledge of the actor shows to be so likely to produce the result complained of, under the circumstances known to the actor; that he is held answerable for that result, although it was not certain, intended, or foreseen. He is held to assume the risk upon the same ground. (*Choctaw, O. & G. R. Co. v. McDade*, 191 U. S., 64.) Apart from the notion of contract rather shadowy as applied to this broad form of the latter conception, the practical difference of the two ideas is in the degree of their proximity to the particular harm. The preliminary conduct of getting into the dangerous employment or relation is said to be accompanied by assumption of the risk, the act more immediately leading to a specific accident is called negligence, but the difference between the two is one of degree rather than of kind; and when a statute exonerates a servant from the former, if at the same time it leaves the defense of contributory negligence still open to the master (a matter upon which we express no opinion), then, unless great care be taken, the servant's rights will be sacrificed by simply charging him with assumption of the risk under another name. Especially is this true in Pennsylvania, where some cases, at least, seem to have treated assumption of risk and negligence as convertible terms. We can not help thinking that this happened in the present case, as well as that the ruling upon Schlemmer's negligence was so involved with and dependent upon erroneous views of the statute that if the judgment stood the statute would suffer a wound.

On May 21, 1907, the United States district court for the eastern district of North Carolina in the case of *United States v. Atlantic Coast Line Railroad Company*, 153 Fed. Rep., 918, decided that an action by the United States against a railroad company to recover penalties for violations of the safety-appliance act is one of debt,

and in such an action brought in North Carolina, where the pleading is governed by the State practice, it is not necessary that the complaint should allege a specific date in describing the violations. It was further declared in this case that in such an action it is not incumbent on the plaintiff to allege and prove that the defendant had not used due care or ordinary diligence in making an inspection or in repairing such defects as that inspection may have disclosed; the purpose of the statute being to make a railroad company liable unconditionally for its violations.

In the case of *United States v. St. Louis, Iron Mountain & Southern Railway Company*, 154 Fed. Rep., 516, the United States district court for the western district of Tennessee said that the phrase "used in moving interstate traffic" in section 2 of the safety-appliance act does not mean that the car must be actually loaded and on its journey from one State to another in order to be within the provisions of the act, but only that it has been, and is intended to be, so used whenever required, and it is a violation of the act to move such a car not equipped with automatic couplers from one State to another as part of a train, although it is empty at the time; nor is the mere fact that it is destined to a repair shop a defense.

The safety-appliance act, said the United States district court for the southern district of Illinois in the case of *United States v. Wabash Railroad Company*, not yet reported, requires that each coupler on a car be operative in itself, so that an employee will not have to go to another car to uncouple the car in question.

The supreme court of the State of Kansas recently in the case of the *Missouri Pacific Railway Company v. Brinkmeier* had occasion to construe provisions of the safety-appliance act. It seems that the trial judge in this case instructed the jury that if the coupler was defective and the plaintiff was thereby injured, a verdict against the defendant would be proper regardless of whether it had been negligent or not. The Supreme Court held that this instruction was erroneous, as the burden of proof in such cases is upon the plaintiff to show that defendant was negligent in having defective appliances in use. From this it seems that the court decided that a carrier has to use only ordinary diligence in keeping its couplings in repair. The Commission filed a supplemental petition in the supreme court of Kansas asking for a rehearing of the case, and it is understood that this proceeding is novel in that it is the first in which the Federal Government has interceded in a State court for a construction of a Federal statute.

In United States district court for the district of Colorado, in the case of *United States v. Atchison, Topeka & Santa Fe Railway Company*, 150 Fed. Rep., 442, the court held that the safety-appliance act is penal in its nature, and that a mere failure of a railroad company's inspector on first inspecting a car before delivering it to a con-

necting carrier to discover that the chain attached to the lever by which the automatic coupler was operated was broken, the same having been discovered and repaired on a subsequent inspection before delivery to the connecting carrier, did not constitute a violation of the safety-appliance act.

In January last the United States district court of the second judicial district of the Territory of Arizona, in the case of *United States v. El Paso & Southwestern Railroad Company*, not yet reported, decided that complaint for violation of the safety-appliance act alleging that defendant is a common carrier engaged in commerce by railroad particularly between the Territories of Arizona and New Mexico is sufficient, as the interterritorial commerce therein alleged is equivalent, under the safety-appliance act of 1903, to interstate commerce under the original act of 1893.

In the case of *United States v. Southern Pacific Company*, decided April 1 last, 154 Fed. Rep., 897, the district court of the United States for the district of Oregon held that the fact that there were other defects in the cars than those prohibited by the safety-appliance acts affords no excuse for delaying the repairs requisite to compliance with such act. The court said that lack of knowledge that an apparatus, required to be kept in repair by the safety-appliance acts, was defective does not constitute a defense to a suit brought to enforce the prescribed penalty for noncompliance, and that railroads must ascertain for themselves and at their peril whether or not they haul cars with defective couplers.

It was further declared by the court that repairs that can be had without the necessity of taking the cars to a repair shop should be made during the journey; but repairs that can not be so made should be done at the nearest repair shop in course of transit, as carriers can not, for their convenience, carry defective cars by one repair shop to another. It was the manifest intention of Congress, said the court, in passing the safety-appliance acts, to consider the safety of railway employees at all times, and a break in the continuity of such safety would defeat in large measure the paramount purpose of the law.

On October 5 last the United States district court for the district of Nebraska, in the case of the *United States against the Chicago, Burlington & Quincy Railway Company*, 156 Fed. Rep., 180, decided that knowledge is not an element of an offense under the safety-appliance act. The failure to include knowledge as an element of the offense must have been present in the mind of the enacting body, and its omission was intentional, in order that this statute might induce such a high degree of care and diligence on the part of the railway company as to necessitate a change in the manner of inspecting appliances, and to protect the lives and safety of employees from accident due to defective appliance such as is designated in this act.

In the case of the *United States v. the Illinois Central Railroad Company* (two cases), 156 Fed. Rep., 182, the United States district court for the western district of Kentucky, on November 1 last, declared that if the safety appliances were all in good order and condition when the car was originally started on its interstate journey, and afterwards became defective in transit, to entitle the United States to recover the prescribed penalty it must prove that the defects had respectively been either in fact discovered by the carrier or else that they could have been discovered and corrected by it by the exercise of the utmost degree of care and diligence which could be expected at the hands of a highly prudent man under similar circumstances. This decision is exactly contrary to the one last above mentioned.

On the same date the same court rendered decision in two safety-appliance cases against the *Louisville & Nashville Railroad Company*. In one case it appeared that a car owned by defendant railroad company came into its yards, loaded with interstate traffic, with one of the handholds missing. It was moved by defendant to other yards, and then for delivery to a connecting carrier, still in the same condition. Defendant had facilities for repairing the car at its yards, and during the time made two inspections of it, but did not discover the defect. The court held that the carrier failed to exercise the measure of care required by the safety-appliance acts, and was subject to the penalty prescribed for its violation. 156 Fed. Rep., 193.

In the other case it appeared that a car of the carrier was found in its yards in Louisville loaded with pig iron which had been shipped from another State, with the chain forming a part of the coupler on one end broken, rendering the device inoperative. The defect was discovered by defendant, but could not be repaired where the car was without blocking the entire business of the yards, and the place of business of the consignee of the iron was only four blocks distant and nearer than the repair track, and defendant therefore took the car to the consignee, where it was unloaded, and from there to the repair track where it was repaired. It did not appear what company had brought the car to the yards. The court decided in this case that the defendant took the practicable course after discovering the defect, and was not guilty of a violation of the safety-appliance acts. 156 Fed. Rep., 195.

In the case of the *United States v. El Paso & Southwestern Railroad Company* and another, not yet reported, decided April 10 last, the United States district court for the western district of Texas held that the highest degree of care in inspection and making repairs as the inspection disclosed in this case is not in any way a defense in an action brought to recover a penalty for violation of the safety-appliance laws.

On November 19 last the district court of the United States for the eastern district of Illinois, in the case of the *United States v. the*

Wabash Railroad Company, not yet reported, decided that in an action brought to recover the penalty provided in section 6 of the safety-appliance act, it is no defense to show that defendant has used diligence or care of any degree to keep the cars in a reasonably safe condition. The statute commands a duty. The defendant must perform that duty, and it moves cars in a defective condition at its peril.

The United States circuit court of appeals for the eighth circuit, on November 25 last, reversed the decision of the district court for the district of Colorado in the case of the United States against the Colorado & Northwestern Railroad Company, and remanded the case for a new trial. This important decision has not yet been reported, but the findings of the court are as follows:

The safety-appliance acts apply to and govern a railroad company engaged in interstate commerce which operates entirely within a single State independently of all other carriers. The transportation of articles of interstate commerce is the test of the application of these acts. The importation into one State from another is the test of interstate commerce. Every part of every transportation of articles of commerce in a continuous passage from a commencement in one State to a prescribed destination in another is a transaction of interstate commerce, and every carrier who transports such goods through any part of such continuous passage is engaged in interstate commerce, whether the goods are carried upon through bills of lading or are rebilled by the several carriers. Congress may lawfully affect intrastate commerce so far as necessary to regulate effectually and completely interstate commerce, because the Constitution reserved to Congress plenary power to regulate interstate and foreign commerce, and the Constitution and the acts of Congress in pursuance thereof are the supreme law of the land. The construction of the language of the safety-appliance acts is not controlled by the language or by the interpretation of the terms of the interstate commerce act.

Construction and interpretation have no function where the terms of the statute are plain and certain and its meaning is clear. In such a case Congress must be presumed to mean what it has plainly expressed. The natural, common, or obvious meaning of the language of a law must be preferred, save in rare and exceptional cases, to a recondite signification evolved only by patient study and diligent search for it. The rule in *pari materia* is inapplicable where the provisions of the later statute are positive and explicit, and also where the subjects of the statutes, the mischiefs at which they are leveled and the remedies so provided, are radically different. It does not subject the construction of the safety-appliance acts to the language or the interpretation of the interstate commerce act. Where Congress makes no exception from a plain and certain declaration in an act, there is ordinarily a presumption that it intended to make none.

A secret intention of the law-making body may not be lawfully assumed by the courts and interpreted into a statute whose language is plain and unambiguous and does not express or necessarily imply it. Courts can give effect legally to the intention of the law-making body expressed in a statute, or necessarily implied, and to those only.

At the beginning of the opinion the court asked this question :

Is a common carrier which operates a railroad entirely within a single State and transports thereon articles of commerce shipped in continuous passages from places without the State to stations on its road, or from stations on its road to points without the State, free from any common control, management, or arrangement with another carrier for a continuous carriage or shipment thereof, subject to the provisions of the safety-appliance acts?

The court answered this question in the affirmative.

ARBITRATION ACT.

In a recent decision of the circuit court for the northern district of California in the case of *In re Southern Pacific Company and others*, 155 Fed. Rep., 1001, it was held that an arbitration of differences between an interstate carrier and its employees, under act of June 1, 1898, is essentially a common-law arbitration, and rests solely on the written agreement of arbitration entered into by the parties, which limits and determines, not only the rights of the parties thereto, but also the extent of the powers of the arbitrators, and it is to be construed in accordance with the rules governing the construction of contracts, rather than those applicable to pleadings. The court discussed and construed the particular arbitration agreement submitted in this case.

DIVISION OF PROSECUTIONS.

Early in the present year the Commission organized a new division, known as the "division of prosecutions," to take full charge of investigations into criminal violations of the act to regulate commerce. On receipt of information of any violation of the act amounting to a criminal infraction of the law, it becomes the duty of this division to make such investigations as may be necessary to determine whether or not the matter is one proper to be brought to the attention of the Department of Justice. In any case where it is finally determined by the Commission that a criminal prosecution is proper, it is the duty of the division to prepare the case for presentation to the United States attorney in the district having jurisdiction.

In connection with this work of enforcement of the law by means of criminal prosecutions, the Department of Justice and its various district attorneys have, throughout the year, been active and effective. Almost without exception those prosecutions brought to trial have resulted in convictions; also a number of highly important cases have been won in the appellate courts.

Investigations during the year by the division of prosecutions give warrant for the statement that rebating by the direct payment of money or by billing at less than the published rates is now far less common than ever before. The amendments to the act to regulate commerce and to the Elkins Act, made in June, 1906, by which imprisonment as a possible penalty was restored, are chiefly responsible for this cessation in rebating by direct methods.

Preferences are undoubtedly enjoyed by some shippers by which they are given a substantial advantage over their unfavored competitors. The means by which the bulk of these preferences are given are so plainly devices to evade the law that no new legislation is necessary for their suppression. As investigations made during the year indicate, the methods of granting or gaining unlawful advantage, as now practiced, are generally as follows:

By means of percentage divisions of joint rates by which railroads belonging to large shippers are given more than reasonable compensation for their portion of the joint service. Unduly large allowances to such industrial roads for switching are also made, with the effect of returning to the shippers owning such roads a portion of the freight money paid by them.

By means of the billing of commodities shipped from interchange points as through shipments from some point beyond. The devices by which this is accomplished are various in form, but the result under all is that the goods are transported at proportions of through rates, less in amount than the rates that should be paid.

By means of rebates upon State shipments made by interstate shippers upon the open or tacit understanding that they shall influence the routing of interstate business.

By means of settlement of claims for loss of goods or damage to goods in transit. The prompt settlement of claims made by favored shippers, while dilatory methods are pursued as to claims made by other shippers, and also the settlement of claims made by favored shippers without adequate investigation, are the means resorted to in this regard.

By means of payments in the guise of allowances for elevation of grain, allowances for compression of cotton, and the like, such payments operating as reductions of the rate. A number of violations of this kind have been prosecuted to a successful conclusion in the district of Minnesota during the past year.

By means of the misbilling of shipments as to character and under-billing as to weight. This is largely a shipper's crime, by which carriers are defrauded of their just earnings, and more scrupulous shippers are placed at a disadvantage.

By means of the purchase of property by carriers from shippers at prices in excess of the market value. In some instances the contracts

of purchase provide for payment at monthly or yearly intervals, the amount of such payments to be determined by the number of shipments made. In at least one other case the contract by which a short line of railroad was purchased by an interstate carrier from a large shipper contained an agreement that the purchasing carrier should receive all of the shipper's business for the period of ten years. There is reason to believe that the price paid for the road was largely in excess of its value. The purchase price was paid in full. The contract for the routing of freight is incapable of legal enforcement, but the information of the Commission is that it is being observed by the shipper.

By means of discrimination in the published rates in favor of localities occupied by favored shippers or in favor of products manufactured only by such shippers, which products are in competition with other articles bearing relatively an unduly high rate of freight.

ENFORCEMENT OF THE ACT.

Several important rulings have been made by the courts during the past year. These rulings are in favor of the strict enforcement of the law and in favor of a construction of the law, even in criminal cases, calculated to effect the purpose of the act and to secure absolute equality of treatment for all shippers. In Appendix E of this report will be found a statement of the cases brought to judgment in the trial courts during the year, and of the cases now pending in the trial courts. A résumé of the opinions handed down since December 1, 1906, is given herewith.

OPINIONS OF THE COURTS.

(Since December 1, 1906.)

Armour Packing Company v. United States, 153 Fed., 1. (United States circuit court of appeals, eighth circuit. April 29, 1907. Sanborn, Hook, and Adams, JJ.):

The opinion here also covers *Swift & Co. v. United States*; *Morris & Co. v. United States*; and *Cudahy Packing Co. v. United States*, the so-called "Packing-House cases," the facts in which are identical in nature. The indictments in these cases were found in the western district of Missouri on December 15, 1905, and charged the acceptance of rebates from rail carriers on account of the transportation from Kansas City to New York of packing-house products en route to Christiania, Norway. On June 12, 1906, the defendants were found guilty, and on June 22, 1906, a fine of \$15,000 was imposed in each case. In sustaining these judgments on April 29, 1907, the circuit court of appeals for the eighth circuit made the following holdings:

The giving or receiving of a rebate or concession whereby property in interstate or foreign commerce is transported at a less rate than that legally filed and published is a continuous crime judicable in any court of the United States having jurisdiction of crimes through whose district the transportation is conducted.

A rebate or concession from a part of a single rate whereby property is transported thereunder at a less rate than the established rate is a concession from the entire rate, and renders all transportation thereunder illegal.

The rates of transportation from places in the United States to ports of transshipment and from ports of entry to places in the United States of property in foreign commerce carried under through bills of lading are required to be filed and published by the amended Interstate Commerce Act of 1887. If carried under an aggregate through rate which is the sum of the ocean rate and the rate from or to a place in the United States to or from a port of transshipment or of entry, the latter rate is required to be filed and published. If carried under a joint through rate by virtue of a common control, management, or arrangement of the inland and ocean carriers, the joint rate is required to be filed and published.

The giving or receiving of a rebate or concession whereby property in interstate or foreign commerce is transported at less than the published rate is the essence of the offense denounced by the pertinent paragraph of the Elkins Act. The "device" by which the concession or transportation is brought about is not an essential element of the crime, and it is unnecessary to plead it in an indictment. The meaning of the clause "by any device whatsoever" in that paragraph is, directly or indirectly, in any way whatever.

A contract between a carrier and a shipper to transport the latter's goods in interstate or foreign commerce at the then established rate for a definite time is ineffective after a higher rate has been filed and published as required by law. The time during which a rate different from the agreed rate is established by filing and publishing is excepted from the term of such a contract by virtue of the national acts to regulate commerce, which are a part thereof. Such a contract constitutes no defense to a charge of giving or receiving a rebate or concession from the filed and published rate.

The only criminal intent requisite to a conviction of an offense created by a statute which is not *malum in se* is the purpose to do the act in violation of the statute. No moral turpitude or wicked intent is essential to a conviction of such a crime.

A writ of certiorari to the circuit court of appeals for the eighth circuit in the above cases has been granted by the Supreme Court of the United States. Argument will be had in the Supreme Court on January 20, 1908.

Bitterman et al. v. Louisville & Nashville Railroad Company (Supreme Court of the United States, December 2, 1907):

This was a case for injunction to restrain ticket scalpers from dealing in the return portions of cut-rate round-trip tickets. In the course of the opinion the court said:

When the restrictions embodied in the act concerning equality of rates and the prohibitions against preferences are borne in mind the conclusion can not be escaped that the right to issue tickets of the class referred to carried with it the duty on the carrier of exercising due diligence to prevent the use of such tickets by other than the original purchasers, and therefore caused the nontransferable clause to be operative and effective against anyone who wrongfully might attempt to use such tickets. Any other view would cause the act to destroy itself, since it would necessarily imply that the recognition of the power to issue reduced rate excursion tickets conveyed with it the right to disregard the prohibitions against preferences which it was one of the great purposes of the act to render efficacious. This must follow, since, if the return portion of the round-trip ticket be used by one not entitled to the ticket, and who otherwise would have had to pay the full one-way fare, the person so successfully traveling on the ticket would not only defraud the carrier but effectually enjoy a preference over similar one-way travelers who had paid their full fare and who were unwilling to be participants in a fraud upon the railroad company.

United States v. Atchison, Topeka & Santa Fe Railway, not yet reported. (Southern district of California, November 7, 1907. Wellborn, J.)

In this case the Atchison, Topeka & Santa Fe Railway was indicted for conceding its carload rates on 66 less than carload shipments of lime. A trial before a jury resulted in the verdict of guilty on all counts, and on November 17, 1907, a fine of \$5,000 on each count, aggregating \$330,000, was imposed by the court.

Before the trial defendant moved to quash the summons upon the ground that it had been compelled to produce its books before the grand jury, thus furnishing evidence

against itself. Following *Hale v. Henkle* (201 U. S., 43), the court held that a corporation is not a person within the meaning of the fifth amendment to the Constitution of the United States, and that therefore it was not entitled to the protection of that amendment. Consequently the Government had a right to examine its books without thereby precluding a prosecution for offenses so discovered.

In denying this motion the court also held that the act of June 29, 1906, by its repeal of the then existing Elkins Act did not make impossible indictments and prosecutions for offenses committed prior to that time, as to which indictments had not yet been found. In this the court followed decisions of *Morris, J.*, in the district of Minnesota; *Landis, J.*, in the northern district of Illinois; *Hazel, J.*, in the western district of New York, and *Holt, J.*, in the southern district of New York.

On the trial the defendant railway introduced evidence to prove that its concession of rates less than its published rates for this traffic had been made in compromise, in good faith, of certain legitimate claims held by the shipper against the railway for loss of goods and damage to goods. At the close of evidence the Government moved to strike out all this testimony relating to alleged compromise of claims as irrelevant. This motion was allowed by the court, which held that the act to regulate commerce must be so interpreted as to secure its object of absolute uniformity for shippers without any discriminations whatever. The court said:

I hold that the acceptance by the defendant of a less sum of money than that named in its tariff for the transportation of the property described in the indictment, if there has been such acceptance, was a departure from the legal rate, and that it is no justification for such a departure, nor is it any defense to a prosecution therefor that the acts of the carrier were done in compromise of claims for loss of property in transit.

The court also said:

A rate to be uniform in its operation must necessarily be expressed in dollars or cents, and when so expressed, as is the case with the rate here involved, the mode of payment is an essential part of the rate.

United States v. Baltimore & Ohio Railroad Company and United States v. Baltimore & Ohio Railroad Company et al., 153 Fed., 997. (District court, northern district of West Virginia, April 19, 1907. Goff, J.)

Demurrers to the indictments in the above cases were sustained. In *United States v. B. & O. R. R. Co.* the indictment was framed under sections 3 and 10 of the act to regulate commerce for the failure of the railway to furnish switch connections to a shipper tendering interstate traffic for transportation, although such connections were furnished to other shippers. The court expressed doubt whether or not it was the intention of Congress by the language used in section 3 to render a defendant liable to a criminal prosecution for its failure or refusal to make such switch connections as were referred to in the indictment. This point was not decided, however, the demurrer being sustained on the ground that the indictment failed to contain the necessary allegations.

In *United States v. B. & O. R. R. Co. et al.* (four indictments), the charge was that the defendants unlawfully practiced an unreasonable discrimination in respect to the transportation of property in interstate commerce by refusing to give a certain coal company its rightful share of cars and motive power, while furnishing the rightful share to competing companies. The demurrers to these indictments also were sustained on the ground that the necessary allegations were not contained in the indictments.

United States v. Camden Iron Works, 150 Fed., 214. (District court, eastern district of Pennsylvania, January 24, 1907. Holland, J.):

In overruling a motion in arrest of judgment and for a new trial on an information charging defendant with having received a rebate, the court made the following statements of law:

Offenses against the act to regulate commerce prior to June 29, 1906, not being "infamous" may be prosecuted by information.

The Mutual Transit Company, a common carrier on the Great Lakes, held to be subject to the act to regulate commerce on a showing that it had an arrangement with railroad companies for continuous carriage or shipment of interstate commerce, although it did not file tariffs or formally concur in the same. Its course of business held to sufficiently indicate the arrangement.

The goods, on account of the shipment of which the rebate in question was given, having been lightered from Camden, N. J., to Philadelphia, Pa., before being billed, the indictment correctly charged Philadelphia as the point of origin.

United States v. Chicago & Alton Railway Co. et al., 148 Fed., 646:

In this proceeding indictments against the Chicago & Alton Railway Co., John H. Faithorn, its vice-president, and Fred A. Wann, its general freight agent, were under consideration. The material facts were:

The Chicago & Alton Co. was an interstate carrier operating a railroad from Kansas City, Mo., to points east; the Belt Railway Co. was an interstate carrier operating a belt line connecting Kansas City, Kans., and Kansas City, Mo.; the Schwarzschild & Sulzberger Co. was a corporation engaged in the beef packing business at Kansas City, Kans.; the track of the Alton Co. was connected with the Belt track at Kansas City, Mo.; the Belt track was connected with the private track of the Schwarzschild & Sulzberger Co., made and maintained by that corporation on its packing plant property at Kansas City, Kans. The Chicago & Alton Railway Co. and the Belt Railway operated as a through route, issuing joint tariffs. The Schwarzschild & Sulzberger Co. paid the published rates shown by these joint tariffs. Thereafter the Alton Co. paid to the Schwarzschild & Sulzberger Co. an amount equal to \$1 on each car so carried for it, ostensibly as compensation for the use of the Schwarzschild & Sulzberger tracks within its plant in bringing the shipments to the line of the Belt Railway.

The defendants contended that the payment was made by the railway company for its use of the packing-house company's private track connecting its shipping track with the Belt rails. It was urged in behalf of the defendants that if any provision of the law had been violated it was only that section requiring the carrier to publish any terminal charge or regulation which alters or determines the aggregate rate for the transportation of property. In overruling this contention the court said:

The real question here is simply this: Has the payment back to the shipper of \$1 per car out of the money paid by the shipper to the railway company in the first instance resulted in the shipper getting its property transported at a less cost to it than that specified in the published schedules? It would seem that to state this question is to answer it. The word rate, as used in the interstate commerce law, means the net cost to the shipper of the transportation of his property; that is to say, the net amount the carrier receives from the shipper and retains. In determining this net amount in a given case, all money transactions of every kind or character having a bearing on or relation to that particular instance of transportation whereby the cost to the shipper is directly or indirectly enhanced or reduced must be taken into consideration. Applying this test to the case before me, the net costs to the Schwarzschild & Sulzberger Co. has been made \$1 per car less than the published schedules represented that net cost would be. Viewing the transaction from the standpoint most favorable to the defendants, it amounts to the railway company assuming the cost of getting the shipper's property to the carrier's rails for transportation—a substantial consideration not mentioned in or contemplated by the published schedules. * * *

The object of the statutes relating to interstate commerce is to secure the transportation of persons and property by common carriers for reasonable compensation. No rate can possibly be reasonable that is higher than anybody else has to pay.

On July 6, 1906, a verdict of guilty as against all three defendants was found, and on July 11, 1906, the Alton Railway was fined \$40,000 and the two individual defendants \$10,000 each.

On April 16, 1907, the judgment in this case was affirmed by the United States circuit court of appeals for the seventh circuit by Baker, Seaman, and Grosscup, circuit judges. At the October session a petition for rehearing was denied. The case is now before the Supreme Court of the United States on writ of certiorari.

The circuit court of appeals for the seventh circuit placed its affirmance of the judgment below upon the ground that the contract between the Schwarzschild & Sulzberger Co. and the Alton was illegal and void, saying:

The trouble in this case, however, comes from the fact that the Alton did not take a lease of the Schwarzschild & Sulzberger tracks for the purpose of discharging its undertakings as an interstate common carrier. It had undertaken to carry for all the shipping public a carload of meats from Kansas City, Kans., to New York for \$20, say. For that purpose it controlled by means of its connections a public highway. The Schwarzschild & Sulzberger tracks were not a part of that highway. They were not used by the Alton in serving the shipping public generally. Their only use was in getting a particular shipper's freight from his own property on to the public highway. * * * In our judgment the jury were warranted in finding that the tracks in question were plant facilities * * * and not instrumentalities for the Alton's use in discharging its duties to the public. * * * The lease of these plant facilities was thereby a device whereby the property of the Schwarzschild & Sulzberger Co. was transported at \$19 a car while other shippers were paying \$20.

United States *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company et al.; Same *v.* Great Northern Railway Company et al. (4 cases); Same *v.* Wisconsin Central Railway Company et al.; Same *v.* Minneapolis & St. Louis Railroad et al.; Same *v.* Ames-Brooks Company; Same *v.* Duluth-Superior Milling Company; Same *v.* McCaull-Dinsmore Company; 151 Fed., 84. (District court, district of Minnesota, fourth division. Morris, J.):

In overruling demurrers to the indictments in the above cases Judge Morris held as follows:

In an indictment based on section 1 of the Elkins Act charging an interstate carrier with the giving of rebates, where it is averred that the defendant received the legal rate and afterwards paid a rebate, it is not necessary to allege or to prove a prior agreement for such rebate.

It being argued on demurrer that the acts of June 29, 1906, had repealed the prior Elkins Act and had provided for the continuance of prosecutions where indictments had already been found without providing for the indictment and prosecution of other offenders, and that therefore such indictments could not be found, the court held, in an exhaustive opinion, that section 13 of the Revised Statutes of the United States saves all such prosecutions, and that the act of June 29, 1906, did not act as a pardon to persons or corporations who had theretofore violated the act to regulate commerce.

United States *v.* Delaware, Lackawanna & Western Railway Company, 152 Fed., 269. (Southern district of New York. Holt, J.):

The indictment in this case (ten counts) charged the defendant carrier with the offense of giving rebates on shipments moving in 1903, 1904, and 1905. The odd-numbered counts charged the payment of rebates on shipments of merchandise from New York City, N. Y., to Buffalo, N. Y., via a line situated in part in New Jersey and Pennsylvania. The even-numbered counts charged payments on shipments from New York to points beyond Buffalo.

It was urged on the demurrer that shipments from New York to Buffalo are not interstate commerce. The court held that inasmuch as the shipments moved outside of the State en route they were interstate commerce. It was also claimed that even if such transportation be interstate, the act does not apply to such a case. This contention was overruled, the court saying:

I think that the simplest theory is that as soon as merchandise is carried from one State to another it becomes interstate.

Another ground of demurrer was that no crime was charged, inasmuch as the indictment alleged the payment of rebates not to the American Sugar Refining Co., the shippers of the sugar, but to one Lowell M. Palmer, the agent of the sugar-refining companies. The court held that the mere fact that a rebate is not paid to the shipper, but is paid to somebody else, is quite immaterial under the Elkins Act. "If it is in

fact a rebate, concession, or discrimination, whereby the property is transported at a less rate than that named in the tariff, the unlawful act is committed."

It was also held in this case that while payments by way of commissions to solicitors of business were not illegal, it was quite impossible to regard the agent of a shipper having authority to route shipments as also an agent for the railroad company entitled to such commissions.

It was also urged in this case that the act of June 29, 1906, had repealed the Elkins Act and had provided that only cases where indictments had already been found should be thereafter prosecuted. The court, following decisions theretofore made by other district and circuit courts and after an examination of the authorities, held that this point was not good and that the right to prosecute was saved by section 13 of the Revised Statutes of the United States.

United States v. Great Northern Railway, not yet reported. (Southern district of New York. Holt, J.):

On February 19, 1907, an indictment in this case was found charging defendant with having given rebates on account of shipments of sugar moving during the year 1902 from Boston to Sioux City, Iowa, over the above railroad and connections by rail and by water. Defendant demurred upon various grounds. The demurrer was argued before Hough, district judge, and by him overruled, the opinion not yet being reported. One point made on the demurrer was that the transportation moved before the enactment of the Elkins Act. It was claimed, therefore, that prosecution under the Elkins Act could not be maintained. The court held that inasmuch as the rebate in question was paid after the enactment of the Elkins Act, the prosecution could proceed, the crime being of the date of payment of the rebate. "The said unlawful arrangement was not completed until 1904, when the moneys were paid. When the transaction was completed the Elkins Act had made each and every part thereof not only unlawful, but a criminal offense." It was held that nothing was given by the agreement to give, said agreement being unenforceable and contrary to law, and therefore that the payment and acceptance of the rebate constituted a crime in 1904. So viewed, the application of the Elkins Act in this case is not *ex post facto*.

The court also said:

I think that the moment the various carrying lines over which this sugar passed accepted, and acted upon the through bill of lading to Sioux City, openly charging therefor the aggregate of the public tariffs as charged in the indictment, they thereby created a through route and accepted the published aggregates as the lawful and only through rate.

It was also held that each separate payment on account of the total amount to be paid was properly the subject of a separate indictment or count.

It was also suggested on demurrer that the Interstate Commerce Act is unconstitutional, "inasmuch as by recent rulings the shipper's common-law right to enforce by appropriate legal proceedings a reasonable rate of carriage is held to be taken away, so that not only the regulation of carriers, but that of shippers, is now vested in a commission; that, therefore, it follows that the present statutes as thus interpreted constitute a deprivation of property rights without due process of law." This point also was rejected by the court.

United States v. New York Central & Hudson River Railroad Company, 153 Fed., 630. (District court, western district of New York, April 4, 1907. Hazel, J.):

The defendant was indicted on a charge of having knowingly failed to file with the Interstate Commerce Commission its tariff of rates and charges for conveying petroleum from Rochester, N. Y., to Norwood, N. Y., applicable to through shipments from Olean, N. Y., to Burlington, Vt. Other phases of the offense charged were treated in cases of *United States v. Vacuum Oil Co.* and *United States v. Pennsylvania Railroad Co.*, hereinafter described.

Although it was not alleged that a through bill of lading was issued for the shipments forming the basis of the indictment, it was held that the allegation that shipping orders, transfer slips, and waybills were issued, showing that the commodity was to be transported from the initial shipping point by continuous routing to Burlington without unloading or transshipment was sufficient to indicate an arrangement for continuous transportation.

It was also held that the indictment need not allege that the tariff had not been filed by any of the carriers joining to form the through route, the court holding that Congress intended that each of the several common carriers in a through route must comply with the provisions as to filing.

It was also held that the facts pleaded in the indictment tended "to disclose a joint rate as that term is legally defined, although such rate was to have been separately collected by the different carriers." The remaining point made by the defendant was that the saving clause of section 10 of the Hepburn Act, approved June 29, 1906, repealed section 1 of the Elkins Act, under which the defendant had been indicted, and that, therefore, the prosecution could not proceed. In overruling this contention the court followed the ruling upon this point made by Judge Landis in *United States v. Standard Oil Co.* (148 Fed., 719), and by Judge Morris in *United States v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* (151 Fed., 84), and by Judge Holt of the southern district of New York in *United States v. Delaware, Lackawanna & Western Ry. Co.* (152 Fed., 269).

United States v. Pennsylvania Railroad Company, 153 Fed., 625. (District court, western district of New York, April 4, 1907. Hazel, J.):

The indictment here in twenty-three counts charged the defendant, the Pennsylvania Railroad Company, with failure to observe its published tariffs as described in the statement of the case of the *United States v. Vacuum Oil Company*. The twenty-fourth count charged the defendant with a violation of the Elkins Act in willfully failing to file and publish the tariff arrangement between the defendant and the connecting carriers over whose lines the commodity was transported. In overruling demurrer the court said:

If section 6 of the act were given the narrow construction claimed by the defendant, namely, that the phrase "between two points" is limited to points on the established route and does not extend to any other route which the carrier shall secretly establish, then manifestly the provisions of the act are ineffectual. The full text of the act to regulate commerce necessitates a broader interpretation, and I think that the clause containing the words quoted forbids the transporting of property between terminals in different States at a greater or less rate than the established rate.

It was also contended that the petroleum was forwarded from Olean to a point of junction on the New York Central on a local bill of lading and was not pursuant to an arrangement for continuous shipment, and that, therefore, the statute had not been violated. In overruling the demurrer the court said:

The indictment in this case specifically alleges that under a common arrangement between the carriers the commodity, which was in tank cars, was transported without stoppage or interruption and was accompanied by written shipping orders, waybills, and transfer slips, indicating a through transportation, the rate, and place of destination. This allegation, I think, is *prima facie* evidence that the shipment was under a common arrangement between the carriers for the through shipment. * * * The manner in which the entire rate charged the shipper was apportioned among the carriers is unimportant. Under the circumstances the defendant became subject to the provisions of the Interstate Commerce Act, and in my opinion was obliged for the benefit of the public to file a schedule of its rates with the Interstate Commerce Commissioners. The indictment sufficiently charges, first, a deviation from joint tariff rates for the transportation of petroleum from Olean to Rutland, a rate which had been filed and scheduled in accordance with the act; and, second, that the defendant willfully failed to file and publish the tariff rates over the Norwood route, the route over which the commodity was conveyed.

United States *v.* Standard Oil Company, 148 Fed., 719. (District court, northern district of Illinois. Landis, J.):

A number of indictments against the above-named defendant for accepting from carriers subject to the act to regulate commerce rates less than the rates published and filed with this Commission were under consideration. In overruling demurrers to these indictments important principles of law were announced, as follows:

Defendant contended that the Elkins law does not prohibit a shipper from taking directly from a carrier a less rate than the published rate, the defendant's claim being that the purpose of the law is merely to prohibit the parties from resorting to indirect methods or inventing fraudulent devices to obtain preferential treatment. The court held that the thing prohibited is the departure from the published and filed rate, by any means whatsoever, "whether direct between the parties or indirect by the employment of the most deviously circuitous subterfuge."

Defendant also contended that to require a shipper to adhere to a fixed published rate is to defeat the ultimate object of the interstate commerce legislation, that object being the transportation of property for a reasonable compensation. It was held that the intention of Congress was to bring about reasonable rates for all shippers—not simply for some shippers—and that Congress knew that, as an essential prerequisite to this, preferences must be abolished. "To abolish preferences the law provides that the published rate shall be the only lawful rate. This does not mean that a rate once fixed and published shall never be changed, but it does mean that when the change is made it must be in the way provided by law, namely, by publication, to the end that the new rate may be available to all shippers at the same time on equal terms."

Defendant also contended that some of the indictments were bad because they alleged that the defendant procured its property to be transported for less than the published rate from or to points beyond the carrier's own line, the argument being that the interstate-commerce law requires the carrier only to publish rates for the transportation of property between points on its own road. This contention, if upheld, would have left rebating from joint rates outside the terms of the act. In denying the contention the court held that "the law regards such carrier so publishing its rate as thereby announcing that it has facilities for the transportation of property between the points mentioned in the schedule. Whether part of the distance is covered by lease, license, or some species of traffic arrangement is wholly immaterial. The rate once published, until publicly changed according to law, is no less binding upon all parties than it would be if the carrier owned outright the entire line."

Defendant contended that certain indictments charging it with accepting rebates in the form of refunds and storage charges were bad. The allegation was that the published freight tariffs of the Lake Shore & Michigan Southern Railway Company showed that the carrier would impose a certain charge for the storage of shipments of petroleum after their arrival at Chicago; that a quantity of oil product was shipped from Whiting, Ind., to the Standard Oil Company at Chicago and remained in the custody of the railway carrier until such storage had accrued, and that this storage charge was canceled as a concession or rebate to the Standard Oil Company in respect to the transportation of the property. The court held that such published terminal charges are no less binding on the parties than is the tariff specified for the transportation. It also held that the law is operative upon consignees as well as upon consignors.

Defendant also contended that the act of June 29, 1906, by repealing the Elkins law, made these prosecutions impossible. This repealing act contained the following words:

Nothing contained in this act shall affect any prosecution or other proceeding, criminal or civil, begun under any existing act hereby amended, but such prosecution or other proceeding, criminal or civil, shall proceed as if this act had not been passed.

It was argued that, inasmuch as this clause specifically authorized the future prosecution of proceedings begun, Congress must be presumed to have thereby expressed

its intention that nothing else should be prosecuted. After an elaborate discussion of the point the court held that section 13 of the Revised Statutes would operate to save all prosecutions for violation of the act prior to the enactment of the act, June 29, 1906, and that it was not intended by Congress to relieve offenders under the old law from subsequent prosecution for such offenses, while leaving those previously indicted subject to punishment.

The court held that the act of June 29, 1906, became effective on that date, and that the resolution of June 30, 1906, providing that the rate law "shall take effect and be in force sixty days after its approval by the President of the United States," was ineffective to postpone the date of effectiveness of the act, the resolution not being signed by the President until one day after the act had been signed. No opinion is expressed as to whether or not the act was suspended during the sixty days covered by the resolution.

The court also held that an indictment for violation of the Elkins law need not allege that the published rate is a reasonable rate.

On August 3, 1907, in passing sentence upon the Standard Oil Company, which had been found guilty on one of the indictments above referred to, the following rulings were made (*United States v. Standard Oil Co.*, 155 Fed., 305):

Defendant's contention that it has a natural inherent right to make a private contract for a railroad charge, of which the Elkins law would deprive it by requiring it to pay the rate published and filed by the carrier, and that, therefore, this act deprives it of life, liberty, or property without due process of law, has nothing to support it. The railway carrier is fundamentally incompetent to make a private contract for a rate. It is a public functionary, exercising the power of eminent domain. "There is no more reason for the claim of natural right to private contract for the exercise by a railway company of the public power with which it is endowed than there would be for the claim of similar right to private contract with the collector of customs or tax assessor for a secret valuation of property."

Defendant's contention that by authorizing common carriers to establish rates which when published and filed shall be binding upon the shipper the law delegates to the carrier legislative power has been disposed of by the Supreme Court of the United States in cases relating to the same question of rates under State statutes empowering railroad commissions to fix rates.

Defendant's contention that the law vests in the Interstate Commerce Commission the power to pass ultimately upon the question of the reasonableness or unreasonableness of freight rates as established by a carrier, thereby depriving it of its right to invoke the judgment of the courts in respect thereto and so violating section 1, article 3, of the Federal Constitution, which vests the judicial power of the United States exclusively in the courts, is not sound. The interstate commerce law does not purport to deprive the courts of their jurisdiction at the suit of a shipper to ultimately determine the question of reasonableness or unreasonableness of a rate.

Defendant's contention that the commerce clause of the Constitution does not empower Congress to forbid and make criminal the act of defendant in accepting from the carrier a less rate than that published and filed by the carrier is not sound. The only point involved in this proposition is whether Congress has authority to require that railroad rates shall be uniform. It is well settled that Congress has this power. It necessarily follows that to preserve uniformity Congress may prohibit the doing of any act or thing whatever by any person or corporation calculated to impair uniformity, and may enforce such provisions by such penal provisions as Congress may deem requisite.

Defendant contended that, inasmuch as the transportation furnished by the Chicago & Alton Railway was wholly within the State of Illinois, it was not subject to the act to regulate commerce. "The trouble with this contention," said the court, is "that it ignores the basic proposition underlying the whole question and confuses the intrastate

character of the carrier with the interstate character of the commerce in which the carrier is engaged. The true and primary test is whether the commodity to be transported is to pass from one State into another State. If it does so pass, then it is interstate commerce, regardless of whether the rails over which it moves be owned by one or many carriers; and when this commodity begins to move, interstate commerce has begun and interstate commerce it continues to be until it reaches destination."

The court also held that in the absence of a formal agreement establishing a joint through rate effective over a through route made up of connecting lines of more than one carrier, the lawful rate in force over such through route is the sum of the local rates lawfully established by the several connecting carriers over their respective roads.

It was also held that in determining whether or not the defendant accepted the concession knowingly it need not be affirmatively shown that the defendant had actual knowledge of the lawful rate. "The defendant must be presumed to have known that which a diligent endeavor made by an honest man in good faith to ascertain the lawful rate would have disclosed to him."

It was also held that each carload shipment named in the indictment constituted a separate offense and that each carload was properly made the basis of a separate count.

It having been shown that the defendant Standard Oil Company of Indiana was owned practically in its entirety by the Standard Oil Company of New Jersey, the court said:

The nominal defendant is the Standard Oil Company of Indiana, a \$1,000,000 corporation. The Standard Oil Company of New Jersey, whose capital is \$100,000,000, is the real defendant. This is so for the reason that if a body of men organize a large corporation under the laws of one State for the purpose of carrying on business throughout the United States and for the accomplishment of that purpose absorb the stock of other corporations such corporations so absorbed have thenceforward but a nominal existence. * * * So when, after this process has taken place, a crime is committed in the name of such smaller corporation, the law will consider that the larger corporation is the real offender.

The court examined certain tariffs of other roads brought to its attention by the defendant for the purpose of proving that it might have enjoyed the lower rate if it had made the shipments over competing roads instead of over the Chicago & Alton. These tariffs, however, it transpired, were not legally filed during the time of the shipments covered by the indictment and did not serve to excuse the defendant for accepting the lower rate.

The defendant having been found guilty on 1,492 counts, was sentenced to pay a fine of \$29,240,000.

An appeal has been taken.

United States *v.* Vacuum Oil Company; United States *v.* Standard Oil Company of New York, 153 Fed., 598. (District court, western district of New York, March 29, 1907. Hazel, J.):

The indictments in the two cases above named were said by the court to involve similar transactions and legal questions and were therefore disposed of in one opinion. By two indictments in these cases each of the above-named defendants was charged with having knowingly received from the Pennsylvania Railroad Company a concession whereby petroleum was carried from Olean, N. Y., to Rutland, Vt., at less than published rates. It appeared that a published rate of 19 cents per hundred pounds was quoted by the Pennsylvania Railroad Company, the New York Central & Hudson River Railroad, and the Boston & Maine Railroad between these two points. While this rate was legally effective the Pennsylvania, the New York Central & Hudson River, and the Rutland Railroad Company, via another route than that covered by the published rate, transported petroleum for the defendants at a rate of 16.1 cents per hundred pounds. The court held that while the initial carrier may ignore its established route and carry over any connecting route, it could not "within the intent and spirit of the Interstate Commerce Act charge or exact in arrangement with such connecting

lines a less sum or rate for transportation than that which had been established." The court also said:

In other words, the initial carrier, when it has once established a joint traffic compact to transport property over a certain route between points in different States, can not transport over any connecting route pursuant to traffic arrangement at a less rate than that published and filed in conformity with the tariff act. * * * In my opinion, if a railroad company has entered into an arrangement with connecting carrying companies to transport property on a through line between two points situated in different States, charges for the transportation being agreed upon and copies of such joint tariff of rates being filed and published in conformity with the provisions of the act, the initial carrier, intending to evade the provisions of the act by which a uniformity of rates to all shippers is established, can not legally transport property at a less rate over other connecting roads between the same termini. * * * It is true that the established rate may be increased or decreased and other arrangements for continuous carriage of merchandise may be entered into, but this can only be done by compliance with the provisions of the act relating to a joint tariff compact and publication of change in rates.

It was held that no shipments at the published rate need be shown, it being sufficient that the higher rate was published and filed.

The so-called "Burlington" indictment against the Standard Oil Company of New York, containing one hundred and twenty-three counts, was disposed of in this opinion. This indictment charged the Standard Oil Company of New York with having knowingly received an unjust discrimination from the Pennsylvania Railroad Company in relation to the shipment of certain petroleum from Olean, N. Y., to Burlington, Vt., in violation of section 1 of the Elkins Act. By these indictments it was alleged that the initial carrier, the Pennsylvania Railroad Company, pursuant to a common arrangement with the New York Central and Hudson River Railroad Company, the Rutland Railroad Company, and the Central Vermont Railway Company, connecting carriers, transported petroleum for the defendant from Olean, N. Y., to Burlington, Vt. (468 miles distant), at the agreed rate of 17.8 cents per hundred pounds, and refused to accept the said rate on petroleum for transportation from shippers located in Bradford and certain other towns in Pennsylvania mentioned in the indictment, which are farther distant from Burlington than is Olean by from 20 to 136 miles, or at a proportionally greater rate, based upon their greater distances from Burlington; that the rate demanded from said competing towns other than Olean was 33 cents per hundred pounds; and that the circumstances and conditions of the transportation from said places to Burlington were substantially similar to the circumstances and conditions of the transportation from Olean to Burlington. The indictments further charged that shippers from towns and localities in the State of Pennsylvania, except Bradford, were charged for forwarding property to points in other States located in a southerly or westerly direction from Olean, except petroleum, the same tariff rates as were exacted from shippers from Olean, while shippers from Bradford of goods, except petroleum, were charged the same tariff rates for forwarding in all directions as were charged shippers from Olean. The argument for defendant upon demurrer proceeded upon the theory that the recital in the indictment charged an offense by the carriers against the localities and places mentioned therein, which is forbidden by section 3, and that, therefore, the indictment on its face was defective and must be dismissed. This contention was overruled by the court with the statement that—

Any doubts that I may have in relation to the correct interpretation of the statute must be resolved in favor of the evident intentment of Congress, namely, that equality among shippers should be maintained and unjust discrimination and favoritism of all kinds condemned.

The next point made by the defendant on the demurrer was that the indictment was defective because it did not allege a departure from a tariff rate printed and filed in accordance with section 6. Defendant urged that if the indictment should be held by the court to properly charge the defendant with having accepted an unjust discrimina-

tion, and if it were assumed that the rate was published and filed as required by the act, there being no allegation in the indictment of failure to file, then any shipper before making a shipment would be required to take into consideration the rates enjoyed by shippers of competing localities before being certain that he was not violating the law in shipping at the published rate. In overruling this contention the court said:

Even though the indictment fails to charge the filing and publication of the 17-cent rate, it nevertheless alleges that the 33-cent rate from Bradford and other localities was quoted to shippers at those points and that the carrier refused to accept shipments of oil from shippers of oil at such points at a rate less than 33 cents, all of which was known to the defendant. In these circumstances it may be presumed that the defendant had knowledge that oil producers in the localities specified in the indictment, except Olean, were absolutely prevented from shipping their commodity to Burlington in competition with defendant because of the unjust, extortionate, and discriminating freight charges demanded by the carrier of other shippers. It may be presumed that the Standard Oil Company was aware that it received an advantage such as enabled it to dispose of its commodity in the Burlington market to the detriment and exclusion of other shippers. It may be presumed that it knew that the difference between the rate paid by it and the 33-cent rate quoted to other shippers was relatively too high and that no reasonable differential was made by the carrier. The acceptance of such advantages manifestly evidenced a favoritism which is abhorred by the Interstate Commerce Act; and in the situation presented the defendant must be held to have unlawfully received a discrimination or concession in its favor.

OPERATING DIVISION OF THE COMMISSION.

Since the twentieth annual report of the Commission was submitted to Congress, 5,156 complaints have been filed with the Commission for consideration and action. These cases include both formal and informal complaints, as well as proceedings and investigations instituted by the Commission upon its own motion and under resolutions of the Congress. The number of formal cases and investigations instituted during the year was 415, relating directly to the rates and practices of 2,236 carriers. This shows a very great increase over previous years, as the number of such complaints filed in 1905 was 65 and 82 in the year 1906, while the total number filed during the six years previous to 1907 was 350, or 65 less than in the present year. A detailed statement of the formal complaints docketed during the year, with a brief statement of the provisions of the law claimed to be violated, will be found in Appendix C of this report. In addition to these formal complaints, 359 petitions for reparation have been filed and served on more than 2,500 carriers as a result of the decisions of the Commission in the cases of H. H. Tift and others against the Southern Railway Company and others, and Central Yellow Pine Association against the Illinois Central Railroad Company and others, which decisions were sustained by the Supreme Court of the United States. Accompanying these petitions were thousands of pages of tabulated statements showing the shipments of lumber upon which reparation is claimed, adding materially to the work necessary to the filing and serving of these petitions.

The work of the Commission in all its branches has increased to such an extent that it seems almost impossible to prepare a statement

that will show the relative yearly increase with any degree of accuracy. Take, for example, the increase in the number of complaints filed, which, of course, means a corresponding increase in the amount of work performed in the Operating Division alone. In the year 1905, when only 65 complaints were filed, it required in the service of the complaints and the assignment of the cases for hearing the preparation of 2,500 letters and notices, while during the present year this branch of the work, not counting general correspondence in regard to the cases, amounted to more than 15,000 letters and notices. In addition to this something like 2,500 answers and other pleadings were filed, each one of which had to be filed, docketed, and acknowledged.

As shown in a detailed statement further on in this report, 276 hearings were held during the year at various places in the United States, at which more than 35,000 pages of testimony were taken, amounting to something like 88,000 folios. A comparison with the hearings of former years shows an increase of 350 per cent, as 79 hearings were held in 1905 and 73 in 1906. Some of these hearings occupied the attention of one or more Commissioners or special examiners from one day to a week. In one instance eighteen days were occupied in the hearing of one complaint, while a number required more than a week each.

In the matter of informal complaints filed during the present year an even greater increase is found. During the present year 4,382 complaints of this character were filed with the Commission, as against 503 in the year 1905, and 1,002 in the year 1906, showing an increase of more than 400 per cent over the preceding year. It is found impracticable to give a more detailed statement of these informal proceedings in this report, but it may safely be stated that they allege violations of every section of the law.

During the year informal reparation claims were awarded to injured shippers by the Commission in 561 cases, aggregating about \$104,700. A synopsis of these cases appears in Appendix F of this report, which shows the causes for which the money damages were allowed. About 200 reparation claims were denied. So important has this branch of the work become that it has recently been made a special division and transferred to the Division of Statistics and Accounts.

In the matter of the correspondence of the Commission this steady yearly increase is still further manifested. During the year 1905 the Commission received 23,720 letters and in 1906, 29,966 letters, while during the present year 66,933 letters were received, briefed, filed, and answered, averaging more than 218 letters for each working day in the year. This statement relates entirely to the operating branch of the Commission.

The increased power vested in the Commission by the recent amendments to the act has naturally led to the multiplication of the number

of complaints presented by letter, and these complaints relate to every conceivable subject connected with the rates, methods, practices, and service of interstate carriers.

A fair conception of the work performed by the Commission in the field of regulation is not possible without reference to the results attained in respect to these cases in which formal complaint is not filed, nor proceedings of a formal nature pursued by the complainant. The public is not advised of the full extent of the work accomplished in securing, through correspondence, the voluntary adjustment by carriers of questions in dispute relating to interstate transportation, nor is the public cognizant of the extreme importance and value of the results attained.

Through the medium of correspondence is secured the settlement of many matters extremely vexatious to shippers. The questions thus amicably adjusted are not alone questions affecting the interest of individuals; on the contrary, the effect of the action taken by carriers in the adjustment of these complaints is often of widespread interest and advantage to large communities, if not indeed of vital importance to considerable sections of country.- Controversies arising out of the relations between the carriers themselves are likewise, in many instances, presented to the Commission for arbitration. The Commission is also called upon frequently by traffic officials of carriers to indicate what is considered to be the proper and lawful course to be pursued in respect to the application of rates or regulations affecting transportation. Thus it will be seen that many great benefits result from the adjustment or settlement through correspondence of questions informally submitted for investigation.

The traffic officials of the carriers have manifested to a commendable degree a disposition and willingness to fairly and carefully consider the merits of complaints thus called to their attention by the Commission, and have voluntarily reduced their rates and applied corrective measures in numerous cases.

Naturally many of the informal complaints presented, while involving grievances growing out of conditions related to interstate transportation, are yet not within the purview of the provisions of the statute or the jurisdiction of the Commission. Of the total number of complaints filed almost one-half were cases of this nature. In approximately 2,500 cases the informal complaint made had relation to matters within the jurisdiction of the Commission, and in nearly 1,400 cases relief has been secured and amicable adjustment effected through correspondence, without the necessity or expense of formal proceedings. In respect to 600 of these cases, including those in which special reparation orders were granted upon submission of claims to the Com-

mission by the consignee, consignor, or by the carriers themselves, the remedy thus applied by the carriers involved the reduction of rates.

The adjustment of more than 600 cases, including those claims in respect to which authority was granted to carriers to make special reparation, resulted in refund to shippers of a portion of the charges previously collected. Relief has also been secured through the intervention of the Commission in respect to many other miscellaneous matters, among which may be specially mentioned the securing of improved service in cases where shippers complained of being subjected to inconvenience and loss owing to the failure or refusal of carriers to furnish equipment for the transportation of their commodities; also through expediting the settlement of claims filed against railroad companies in cases where unreasonable delay in making final disposition is charged.

The carriers declined to take action for the removal of the cause of complaint in 875 cases, basing their refusal upon the contention that the rates or practices in regard to which complaint related were just and reasonable. Quite a large number of the informal complaints filed during the year are still pending, awaiting further information or advice from the complainant or action by the carrier.

HEARINGS AND INVESTIGATIONS.

Two hundred and seventy-six hearings and investigations of alleged violations of the act to regulate commerce, including several investigations under joint resolutions of Congress, have been had at general sessions of the Commission at its office in Washington and at special sessions held in New York, Syracuse, Buffalo, and Rochester, N. Y.; Denver and Pueblo, Colo.; Minneapolis and St. Paul, Minn.; St. Louis and Kansas City, Mo.; Spokane, Seattle, and Tacoma, Wash.; Portland, Oreg.; Augusta and Macon, Ga.; Fort Worth, Amarillo, and Houston, Tex.; San Francisco, Los Angeles, Santa Barbara, and Ventura, Cal.; Cedar Rapids and Mason City, Iowa; Oklahoma City, Enid, McAlester, and Muskogee, Okla.; Little Rock, Ark.; Wichita, Garden City, and Topeka, Kans.; Lead and Sioux Falls, S. Dak.; Indianapolis, Ind.; Omaha, Nebr.; Memphis and Chattanooga, Tenn.; Cincinnati, Columbus, and Cleveland, Ohio; Louisville, Ky.; Detroit, Mich.; Roanoke, Va.; and Decatur, Ala. Ten sessions were held at New York, three at Denver, three at St. Louis, eleven at Chicago, seven at Kansas City, two at Seattle, three at Portland, two at Fort Worth, two at San Francisco, three at Macon, two at Oklahoma City, four at Los Angeles, two at McAlester, two at Indianapolis, four at Omaha, two at Houston, two

at Memphis, three at Columbus, two at Cleveland, two at Detroit, and two at Buffalo.

In addition to the formal hearings so held, the Commission has had numerous conferences with shippers, traffic managers, and others in ex parte proceedings regarding the following among other subjects:

Application of act to routes composed of water lines in the United States, and rail lines in adjacent foreign countries, by the Great Northern Railway Company.

In the matter of the application of the Illinois Central Railroad Company and others to change rates on less than thirty days' notice.

In the matter of trans-Atlantic steamship lines and traffic they carry being subject to the amended act to regulate commerce.

In the matter of the free transportation of newspaper employees on special newspaper trains.

In the matter of railway operation of elevators.

In the matter of the National Educational Association of the United States.

In the matter of the La Salle and Bureau County Railroad Company.

In the matter of the right of railway companies to exchange free transportation with local transfer baggage express companies.

In the matter of the liability of carriers under section 20 of the act to regulate commerce.

In various matters affecting the construction and application of rate schedules.

This statement does not include conferences of a more informal character which are sought in relation to a great variety of questions arising under the law, and are of almost daily occurrence.

BLOCK SIGNALS AND AUTOMATIC TRAIN STOPS.

By a joint resolution, adopted June 30, 1906, Congress directed the Commission to investigate and report on the use of and necessity for block-signal systems and appliances for the automatic control of railway trains in the United States. In compliance with the terms of this resolution the Commission conducted an investigation, and submitted a report to Congress on February 23, 1907.

While this investigation developed a mass of useful information relative to the block system, it also disclosed the fact that, owing to the limited extent to which they have been used in practical service, only theoretical or technical information could be obtained concerning devices designed to automatically bring trains to a stop when danger signals are, for any reason, ignored by enginemen. The Commission therefore addressed a communication to Congress on January 3, 1907, recommending that supplemental legislation be enacted authorizing the Commission, or some other official body, to

supervise and conduct experimental tests of such safety devices as appear to be meritorious and that an appropriation be made sufficient to secure the most competent experts and defray the other expenses incident to such a project. This recommendation was repeated in the Commission's report of February 23, and on March 4, 1907, Congress appropriated \$50,000 to enable the Commission to carry out the purpose of the joint resolution of June 30, 1906, including the experimental tests referred to in the recommendation of January 3.

Realizing the great public interest in this question and the desire of Congress to obtain reliable information at the earliest practicable date, the Commission proceeded to carry out the purpose of the joint resolution with all possible dispatch. As the members of the Commission are not experts in this particular field, and could not personally supervise the proposed tests, it became necessary to employ men of high character and competency to conduct the work; but owing to the fact that the appropriation did not become effective until July 1, 1907, the appointment of such a body of experts could not be undertaken before that date. Anticipating the purpose of the resolution as fully as practicable, however, the Commission invited the cooperation of the American Railway Association and also entered into communication with persons of high technical and practical knowledge of the subject with a view to securing the appointment of a competent board as soon as the appropriation became available for use. The American Railway Association responded cordially to the invitation of the Commission, and through one of its committees, consisting of Messrs. F. C. Rice, general inspector of transportation of the Chicago, Burlington & Quincy Railroad; A. M. Schoyer, general superintendent of the Pennsylvania Lines west of Pittsburg; W. G. Besler, vice-president and general manager of the Central Railroad of New Jersey; D. C. Moon, assistant general manager of the Lake Shore & Michigan Southern Railway; A. T. Dice, general superintendent of the Philadelphia & Reading Railway, and E. C. Carter, chief engineer of the Chicago & Northwestern Railway, met the Commission in conference at Washington on July 10 and offered the aid and cooperation of the association in securing suitable arrangements for carrying out the proposed tests in the most efficient manner, including the use of tracks in whatever locations may be desired.

Immediately following this conference, and as a result of its investigation into the qualifications of various persons whose names had been under consideration, the Commission appointed a board, designated as the block signal and train control board, to supervise and conduct the proposed tests and carry out the purpose of the joint resolution. This board consists of the following members: Mortimer

E. Cooley, dean of the department of engineering of the University of Michigan; Capt. Azel Ames, jr., signal engineer, electric zone, New York Central & Hudson River Railroad; Frank G. Ewald, consulting engineer of the Illinois Railroad and Warehouse Commission, and B. B. Adams, associate editor of the Railroad Gazette, with W. P. Borland, one of the Commission's employees, as secretary. All the communications and data relative to block signals, automatic train stops, and safety appliances of whatever description which had been received by the Commission were turned over to this board, and to it was intrusted the duty of making the further investigation mentioned in the Commission's report of February 23, 1907, its work to furnish the basis for any further report the Commission may make to Congress on the subject of block signals, automatic train stops, and related subjects.

Following the appointment of the board, on July 24 the Commission mailed a circular letter to all railroads in the United States, as well as to signal companies and inventors, concerning whom it had knowledge, setting forth the fact of the board's appointment and inviting all persons who had systems or devices to offer for consideration to present same for examination. The attention of the board has thus far been directed to an examination of inventions that have been presented in response to this circular letter, as well as examination and classification of the data turned over to it by the Commission at the time of its organization.

By the terms of the law two subjects are to be considered, (1) block signals, and (2) appliances for the automatic control of trains. As the block system proper is now in general use, and information concerning it can be obtained with comparative ease, the board has devoted its attention primarily to the question of automatic stops. In considering the desirability of such devices on railroads generally one of the first problems to be solved is the reliability of the apparatus when its operation is interfered with by snow, ice, or accidental disturbances or obstructions. Another problem is the arrangement and regulation of the apparatus so as to provide against failure or inconvenience and delay caused by such irregularities as unusually long or short trains, varying rates of speed, train movements in the reverse direction, and the unexpected stoppage of trains.

The questions to be determined by test are, first, the merit when used in general service of those devices which are already in use in exceptional situations, and, second, what merit there may be in the large number of inventions and alleged inventions which have not yet been developed and installed. Concerning the first class a number of concerns are now proposing to make experimental installations, and these, if ready, will be inspected by the board during the coming winter. As to the second class, all but a few of the devices

that have been presented for consideration are from inventors who have little knowledge of the present state of the art of signaling and who appear to have taken little pains to secure the counsel of men experienced in railroad operation.

The use of automatic stops necessitates special equipment on each engine traversing the line where the stops are installed. This is a radical innovation and involves questions which must be considered with great care. There are two principal methods of communication with the engine, namely, by mechanical trips and by electrical contacts. The relative desirability and reliability of these methods is one of the first questions to be settled. Under this head it will be desirable to investigate certain cab-signal installations in Europe, some of which are of ten years' standing. Cab signals are not automatic train stops, but they use either the mechanical trip or electrical contact in the same way that an automatic stop would use it, hence the need of learning the lesson of this European experience through a visit by a member of the board or some other competent person to England and France.

Up to date the board has examined descriptions of 495 devices or systems; 245 of this number have been laid aside as not coming within the terms of the joint resolution. They deal with devices intended to improve the condition of railway tracks, automatic car couplers, automatic steam and air hose couplers, safety cars, and other devices calculated to prevent the telescoping of cars in railway wrecks and otherwise mitigate the severity of collisions, as well as numerous other devices which in no way pertain to the block-signal system nor to the question of automatic train control. Of the remaining inventions the board has been furnished with descriptions of 175 which relate directly to block signals, cab signals, or automatic train stops; 55 of this number have already been disposed of and 120 are now in the course of examination. In nearly all of the 55 cases which have been passed upon the board has unanimously decided that the alleged inventions have not sufficient merit to warrant further attention. In most of these cases the plans and specifications that have been furnished indicate that the inventors are manifestly unacquainted with the requirements of railroad service, their devices being merely repetitions of what has been previously invented.

Of the devices now under examination it is expected that a number will exhibit sufficient merit to warrant installation and test, but as it is desirable that such tests as may be undertaken shall extend over a considerable period of time in order to determine the efficiency of the devices under all conditions of traffic and weather likely to be encountered in practical service, it will necessarily be several months before the Commission can report finally on this feature of the board's work.

As to the block system proper, both automatic and nonautomatic signals are in widely extended use in the United States, and since its report of February 23, 1907, the Commission has received no information which would cause it to alter the conclusions and recommendations therein stated. By an order of November 18, 1907, the Commission has requested all railroad companies to furnish reports of the number of miles of road equipped with block signals on the first day of January, 1908. These reports will be tabulated by the block signal and train control board and the summary of mileage will be issued as soon as completed.

Considerable misunderstanding has existed relative to the scope of the joint resolution, many persons, among whom are members of Congress, having expressed the opinion that it is the duty of the Commission to examine and test all devices intended to promote the safety of railway travel, whether they pertain strictly to block signals and automatic train stops or not. The language of the resolution in this respect is unmistakable; it distinctly enumerates "block-signal systems and appliances for the automatic control of railway trains," and the Commission has felt that it would be exceeding its authority by including in the present investigation devices which have no relation whatever to the subjects enumerated. The importance of the question, however, seems to call for consideration of all devices that promise to reduce the alarming number of casualties on railroads, and with a view of furnishing Congress with all possible information relative to safety devices the board will make a careful examination of devices that have been laid aside as not coming within the scope of the resolution, and will offer a report on them as soon as the investigation it is now engaged on has been completed. An abstract of these unrelated devices is now being made, with a view to furnishing Congress any information it may call for relative to this subject. Should it seem desirable to deal further with this class of devices, it is suggested that it can be done only after enlarging the scope of the present resolution so as to include all devices concerning which Congress may wish to be furnished with a report of an examination and test.

In this connection it might be mentioned that the joint resolution deals wholly with the blocking or spacing of trains and not at all with their routing or movement from one track to another. The latter movements and the relation of trains to each other in the use of crossing or junctions is a matter dealt with under interlocking. This subject has such an intimate relation to block signaling, and in actual practice is so interconnected with it, that it is, perhaps, to be regretted that the resolution does not mention interlocking as well as block signals and automatic train stops.

TRAIN ACCIDENTS—THE BLOCK SYSTEM.

Accidents to trains on the railroads of the United States continue to occur in such large numbers that the record, as has been repeatedly declared by conservative judges, is a world-wide reproach to the railroad profession in America. The salient features of the sixth annual summary of the monthly detailed reports which the railroads send to the Commission, published in Quarterly Accident Bulletin No. 24, are shown in the following table:^a

TABLE B.—*Casualties to passengers and employees, years ending June 30.*

	1907.		1906.		1905.		1904.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers:								
In train accidents.....	410	9,070	182	6,778	350	6,498	270	4,945
Other causes.....	237	4,527	236	4,407	187	3,542	150	3,132
Total.....	647	13,597	418	11,185	537	10,040	420	8,077
Employees:								
In train accidents.....	1,011	8,924	879	7,483	798	7,052	844	6,990
In coupling accidents....	302	3,948	311	3,503	243	3,110	278	3,441
Overhead obstructions, etc.....	134	1,591	132	1,497	92	1,185	116	1,210
Falling from cars, etc....	790	12,565	713	11,253	633	9,237	700	9,371
Other causes.....	2,116	35,661	1,772	31,788	1,495	24,842	1,429	22,254
Total.....	4,353	62,689	3,807	55,524	3,261	45,426	3,367	43,266
Total passengers and employees.....	5,000	76,286	4,225	66,709	3,798	55,466	3,787	51,343

The totals of casualties have largely increased year by year in nearly every item. The total of passengers killed in train accidents (nearly all of them in either a collision or a derailment), which is the first item in Table B, aggregates for four years 1,212, or an average of 303 a year. This item is mentioned by itself because it is a rough index of the *notable* disasters. The other items in the table are subject to less fluctuation, being the total of casualties occurring from causes which are at once more common and less disastrous—that is, affect fewer persons, in each instance. It is the notable disasters which alarm the public and which give rise to demands for the application of remedial measures by the Government. The most startling cases are collisions, and the collisions are in a large majority of instances due to certain defects in management, for which the most comprehensive remedy is the block system. This Commission has, therefore, recommended repeatedly the statutory enforcement of the use of the block system on all railroads doing interstate passenger traffic, and now makes the same recommendation again. The collision horror continues to be a crying evil. There has, indeed, been a steady increase in the use of the block system on the railroads of the country, but in the great

^a Other matter from the last Accident Bulletin will be found in the Appendix.

activity in passenger travel of the past few years, which has been rapidly growing year by year, the passenger business of nonblock-signalized lines has increased, with that of others, and many passengers have been killed in collisions. In the few serious collisions that have occurred on block-signalized lines the management and discipline—in every case, with possibly one exception—have been shown to be glaringly faulty, demanding Government investigation. This demand is urgent, as has been set forth in our previous reports.

So far as the Commission is aware, the only objections to this proposal are: (1) That the accident record and its death list grow because traffic is growing, there being apparently no new causes, nor any reason existing now which has not existed for many years, which would warrant legislative action; (2) that the principal railroads are gradually extending the use of the block system without compulsion, and that, therefore, a law would be an unnecessary governmental interference with private enterprise; (3) that governmental action is liable to be harmful because of the difficulty of dealing by statute with such a subject as block signaling, embracing, as it does, complicated and delicate machines, a variety of details in operation, and difficult scientific questions.

These arguments are adequately answered by obvious facts.

1. As percentages and averages in this matter contain very little instructive information, the first argument, as an argument, may be admitted. But it should have no weight unless we are ready to admit also that the evil referred to is incurable. Collisions continue to occur from the same causes that figured in the records forty years ago. Some of our railroads have taken successful measures to remove those causes; others have not. The principal remedial action has been the introduction of the block system.

2. The principal railroads have the block system in use, and are extending it. But this extension is irregular and is subject to hindrances, and some prominent roads are extending it too slowly or not at all. A regulative and compulsory law is necessary to insure regular and uninterrupted progress. Errors of judgment on the part of railroad managers and engineers, or disagreements between such officers and their superiors, who, not well informed, refuse appropriations for signal improvements, have in well-known instances proved decided obstacles to progress, and disastrous collisions have followed such procrastination.

3. The measure recommended by the Commission would not deal with the details of block signaling. As in the case of the safety-appliance laws, it would simply require, in substance, that the railroads as a whole shall make progress in a direction in which the most intelligently managed roads are already making progress. The Congress would do a great service if it were only to compel

the laggards to keep abreast of the standards of progress set by the best managed lines. The principal thing proposed, aside from the main requirement, is the provision for governmental supervision. Again making comparison with the safety-appliance law, the situation as regards block signals is like that which the law of 1893 encountered in the case of automatic car couplers—a fair degree of uniformity (on the best roads) in the fundamental feature, but great diversity in details.

These details are not unimportant, however. Probably it is not a proper function of the Government to rigidly regulate or prescribe them; but it is important that they be given more publicity, and the Federal Government is the only authority which can bring about such publicity. In its two main provisions—(1) for a very liberal and unconditional requirement that the block system be used, and (2) for investigation, inspection, and supervision of block-signal practice—the proposed measure is the same as that which was passed in Great Britain over seventeen years ago and which has produced such highly satisfactory results in that country. In a sense, supervision of block signaling has greater possibilities for good, as a governmental function, than has investigation of accidents; for it looks toward prevention of a certain class of accidents without waiting for the object lesson of an actual disaster.

It will perhaps be fair and just to require the railroads to adopt the block system in a shorter period of time than has been heretofore suggested. Some roads have made nearly or quite as rapid progress in the introduction of block signals as would probably have been required by law. It is believed, therefore, that no injustice will be done if railroads, or parts of railroads, having passenger receipts of \$1,500 per mile per annum, are required to be brought under the block system in two years. Railroads having total receipts from all traffic of \$3,000 per mile per annum should be subject to the same requirement.

Laws looking to the compulsory establishment of the block system are now in force in Massachusetts, Minnesota, and Indiana, and the revised public-service law of New York gives plenary powers in this matter to the public-service commission of that State. There is as yet no indication that there will be any conflict between State and Federal laws on this subject; but as any law which the Congress, pursuant to the constitutional provision, may pass concerning interstate railroads will, without doubt, prevail as against any conflicting State statute, it is desirable that action be taken by the Congress without delay and before the State legislatures shall go further. Under public joint resolution No. 46, approved June 30, 1906, the Commission has appointed a board of experts to investigate the subject of block signaling, which matter is hereinafter referred to; but it is proper in this

place to say that the board so appointed has neither found any facts nor given any opinion which in any way change the attitude of the Commission concerning the need for immediate legislation; and the views of the experts agree with those of the Commission.

INVESTIGATION OF ACCIDENTS.

The investigation of collisions, derailments, and other serious accidents on railroads by competent experts is a matter deserving the careful attention of the Congress. A recommendation to authorize such investigation has been made in previous reports, and the same recommendation is now again made. Some of the States of the Union now conduct expert investigations of the more serious railroad accidents, but in many States there is no authoritative and expert investigation whatever, except as the facts of accidents may come before the courts when suits are brought against railroad companies for damages.

All persons traveling on railroads and all men employed on engines or trains are interested in this matter. A railroad manager may have reasons, possibly—in some cases from his own standpoint good ones—for concealing the facts of a wreck; but it is to the public interest that they be disclosed, as a warning to others and to throw light on means of prevention.

The daily and technical press have both endorsed the recommendations which have been made by this Commission. It is universally recognized that the causes of railroad accidents are often complicated and obscure and the responsibility difficult to define. A cross-examination and sifting of evidence is necessary in nearly every important case in order to bring out the truth and to rightly apportion the blame. Investigation by officers appointed by the board of trade has been a powerful lever in the improvement of the management of the railroads of Great Britain, the reports of the investigating officers being published and widely read.

Unlike some of the questions connected with the subject of rates, or other matters not affecting the safety of lives or the security of property, this subject of accident investigation (as well as that of block signaling) is one on which there is no doubt as to public policy. All persons are agreed that the lives of passengers on railroads should be better safeguarded, and there is little, if any, dispute as to the direction which any government activity should take. As has been pointed out in previous reports, all railroad accidents should be reported to the Commission monthly, relieving the railroads' annual reports of this feature.

While the Commission was engaged in considering the question of block signaling under the joint resolution of June 30, 1906, there occurred in the District of Columbia (December 30, 1906) a disastrous

rear collision in which 43 persons were killed and many others were injured. This accident was inquired into by this Commission. An extra train of empty passenger cars struck a regular train heavily loaded with passengers upon a division of road which was equipped with block-signal system, of manual control. Several intelligent and credible eye-witnesses testified that red signal was displayed against this extra train at a block-signal station passed by it shortly before the collision occurred; that the signal was disregarded, and that train proceeded at a high rate of speed. This was corroborated by telegraph operators who heard the operator in charge of that signal immediately report by wire the fact that this train had run by his red signal. The men who were employed upon this train testified that if a red signal was there they did not see it. The testimony was conflicting and contradictory between the men on the train and those at the station as to the character of the signal displayed when this extra train passed the block-signal station next preceding the one at which it was alleged the danger signal was disregarded.

Inquiry was made as to the care with which employees in charge of trains and engines and of block-signal stations were selected, and as to the thoroughness with which their fitness for the positions was tested and determined. Many young and rather inexperienced men are employed as block-signal operators, but it was not shown that neglect or lack of experience on their part contributed to this disaster.

If the preponderance of evidence as to the condition of the signal at the last signal station passed by this train before the wreck occurred is accepted, the men in charge of that extra train are thereby convicted of having run by a danger and positive stop signal. On the other hand, if their own testimony as to the condition of the signal at the last signal station but one which they passed before the wreck occurred is accepted, they are thereby convicted of having entered the block under a caution signal, which, under the rules of the company, required that they run through the block with extreme care and with train under full control, and of having run through that block at a high and dangerous rate of speed, especially in view of the fact that at the time a dense fog prevailed; which fact, under the rules, would require extraordinary care and caution. Many references were made to incidents or instances of more or less important infractions of rules by employees and of absence of rigorous discipline by the company. This wreck was caused by disregard of rules and signals upon part of the men in charge of the extra train. Inquiry did not disclose act or omission on part of other employees or defect in the operating rules of the company which contributed to this awful occurrence. These men took charge of this train at noon and the collision occurred about 7 o'clock in the evening.

At about the same time there was a rear collision of passenger trains in Virginia which aroused much discussion in the press by reason of the fact that the president of the railroad on which the collision occurred was himself a victim of it, being killed while asleep in his private car. This accident was investigated by the corporation commission of that State, and from the report made by that body it appears that the telegraph block-signal rules were disregarded by the signalman at the entrance of the block-signal section; that the second train was following the first so closely that the efforts of the flagman of the first to stop the second were unavailing; that the management and discipline of the signal stations were unsatisfactory; that signalmen had been employed without sufficient experience, and with only a slight examination as to their qualifications. The commission found that the discipline was conspicuously lacking in several of the operating departments. The signalmen were under no immediate supervision. The degree and knowledge of experience of the telegraph operators had not engaged the serious attention to which this important question was entitled, and the general fitness of the operators as to character and habits, both before and after employment, was not attended to as the public interest required. The record sheets kept by the signalmen were not examined by any supervising agent or officer, an omission which destroyed in a large measure the element of safety which these sheets are intended to provide. The signalmen were in the habit of exchanging work with each other, resulting in men remaining on duty eighteen hours at a time.

The limitation of hours of labor of trainmen and telegraph operators on railroads, which has been dealt with in previous reports of this Commission, was made the subject of a regulative law which was passed by the Congress (Public—No. 274) and was approved March 4, 1907. The main requirements of this law are: (1) That no trainman shall work more than sixteen hours at a time and (2) that no telegraph operator or signalman shall be on duty more than nine hours, except at stations not kept open during the night, where a thirteen-hour period is allowed.

SAFETY APPLIANCES.

From reports made to the Commission by its inspectors of safety appliances, the general condition of railway equipment appears to be much better than it was a year ago. Somewhat fewer cars were inspected during the last year, the number being 271,617 for 1906, and 242,881 for 1907. This decrease is explained by the fact that calls upon inspectors to investigate complaints of violation of the law were more numerous than in former years, and that they were

also engaged more frequently as witnesses in court. The time that could be devoted to regular inspections has thus been curtailed. A gratifying feature of these inspection reports is the marked decrease in the number of observed defects. For each 1,000 cars inspected in 1906 there were 139.34 defects, while in 1907 there were but 94.14 defects per 1,000 cars inspected.

By a provision of the sundry civil act of the last Congress the Commission's inspectors are required to examine "all mail cars used on any railroad in the United States," and to report upon their construction, adaptability, design, and condition, a copy of which report is required to be transmitted to the Postmaster-General for his information and action thereon. This provision became effective on July 1, 1907, since which date a total of 70 postal cars have been inspected. Copies of reports of these inspections have been transmitted to the Postmaster-General, in compliance with the terms of the law.

Rigid enforcement of the interchange agreement, adopted as a result of conference between the Commission and the railroads, is largely responsible for the improved condition of equipment. The fact that cars can not be delivered to nor received from connecting lines with defective safety appliances has practically resulted in a system of double inspection. Cars are inspected upon arrival at a terminal or interchange point and again before delivery is made to a connecting line. This system works admirably and gives satisfaction wherever it is enforced. It is noticeable that the roads most rigid in observing the interchange agreement are the ones upon which cars are found in the best condition.

Considerable increase in the number of men employed by railroads in repair work has been made at some points, but there are still places where more men could be employed to advantage. Many roads complain of the difficulty of securing competent carmen. The inducement of higher pay offered in other occupations has caused carmen to leave railway service, and it has been impossible to fill their places except by the employment of young and inexperienced men. This difficulty in securing competent men has caused disabled cars to accumulate, and has undoubtedly led to the movement of bad-order cars for long distances to points where repairs could be conveniently made. As a result many complaints have been made concerning the movement of cars without drawbars and attached to one another by means of chains. This practice is extremely dangerous and the Commission has made every effort to put a stop to it. Suits have been brought against a number of carriers for unnecessarily hauling cars in this condition, and as a result the movement of chained-up cars has been declared unlawful.

The substance of the court decisions on this point is that carriers must have men and material necessary to make safety-appliance repairs wherever there is likelihood of defects occurring, and to haul a disabled car past a repair point because it is more convenient to have repairs made at some point farther on is a violation of the law. A decision to this effect was made by Judge McPherson in a case against the Chicago, Milwaukee & St. Paul Railway Company in the United States district court for the southern district of Iowa on November 27, 1906, reported in 149 Fed. Rep., 486. This case has been taken to the circuit court of appeals by the railroad company; argument has been had and the case submitted. A decision holding the movement of chained-up cars unlawful was also made by Judge McCall on June 11, 1907, in a case against the St. Louis, Iron Mountain & Southern Railway Company, reported in 154 Fed Rep., 516. To the same effect was the holding of Judge Trieber in the case of *United States v. St. Louis, Iron Mountain & Southern Railway Company* in the eastern district of Arkansas. No opinion was filed.

In nearly all train yards of importance men are now specially employed for the purpose of looking after the condition of safety appliances. These men have become trained in their work and more readily detect defects than the ordinary inspectors who have other duties to attend to. The employment of traveling inspectors by railroads has also done much to improve conditions. These inspectors make it a point to educate repairmen in the performance of their duties and impress upon them the necessity for looking closely after the condition of safety appliances. They cooperate with the Commission's inspectors and the result is altogether good.

The number of cars equipped with air brakes has greatly increased, due largely to the order of the Commission increasing the percentage of air brakes to be used in trains on and after August 1, 1906, and also to a rule of the Master Car Builders' Association requiring all cars delivered in interchange to be equipped with air brakes. This rule went into effect September 1, 1907, but it was anticipated for some months previous to that date by practically all the large roads in the country, which refused to receive cars from their connections unless they were equipped with air brakes. While this increase in the number of air brakes used is gratifying, it must be noted that the maintenance of air-brake equipment has not been up to the standard. Insufficient attention is paid to the matter of piston travel, train pipe leakage, and the proper cleaning and oiling of triples.

Comparatively few train yards are equipped with testing plants, and in the hurry of making up trains and getting them out of the yard it is often the case that cars are permitted to leave terminals

without a proper brake test. This results in many defective cars being hauled in trains and a consequent decrease in braking power.

In connection with this question of brake maintenance it may be stated that complaints are numerous concerning the bad condition of hand brakes. These complaints are general, and indicate that too little attention is paid to these appliances in all parts of the country. The hand brake is called into use to a greater or less extent to secure control of trains in cases of emergency and in special conditions of service. It is also necessary to use it when setting out cars along the road and in switching movements, especially in gravity yards.

Many employees have suffered serious injury in gravity yards because of defective hand brakes, and to this cause may be attributed much of the damage to cars and their contents which is commonly laid to rough usage or carelessness in switching. The attention of carriers has been frequently called to the necessity of better maintenance of hand brakes, but as these appliances are not covered by the statute no effective steps can be taken to remedy a condition which is fraught with considerable danger. It may be necessary for Congress to take appropriate action in the matter by placing these appliances under the control of the statute.

The safety-appliance law should be amended so as to cover all appliances included in the Master Car Builders' standards for the protection of train men. The Commission has long recognized these standards as proper and has endeavored to secure their enforcement. They cover generally sill steps, ladders, roof hand holds, and running boards. These appliances are necessary for the safety of employees, and it is important that they be kept in first-class condition. The Commission's inspectors take note of the condition of these appliances and report upon them, but as there is no penalty attached to their use in a defective condition, they are not always repaired when attention is called to them, whereas the defects covered by the law are, in most cases, promptly repaired. It is hoped that Congress may take action in the matter of legalizing the standards of the Master Car Builders' Association for the protection of train men.

There should also be an amendment to the law requiring the use of automatic air and steam hose couplers. The vast increase in the number of air brakes has enormously increased the danger to which men are subjected by going between the cars to couple and uncouple hose. Many casualties are due to this cause and as automatic appliances for the connection of steam and air hose are no longer an experiment, it is believed that their use may properly be enforced by law.

In general, carriers have shown a disposition to comply with the law and have cooperated with the Commission to secure its proper enforcement. The Commission has endeavored to secure the ends of the statute without prosecution wherever possible, and has not invoked the penalty of the statute except in cases where no other course seemed adequate to secure the end desired. Since our last report 171 cases, involving 716 separate violations of the statute, have been filed in court. In 29 cases, involving 117 violations, verdicts have been rendered for the Government; in 4 cases, involving 28 violations, there have been verdicts for the defendant. Two cases have been dismissed by the Government on account of technical error in complaint.

The four cases in which verdicts in favor of defendant were rendered have been appealed. Two of these, against the Colorado & Northwestern Railway Company, have been reversed by the circuit court of appeals of the eighth circuit, Judges Sanborn and Vandevanter concurring and Judge Phillips writing a dissenting opinion. In one of these cases the court holds that the safety-appliance acts cover all cars handling interstate commerce, no matter whether the traffic is handled on one through waybill or on a number of waybills; that it makes no difference whether the line of railroad over which the traffic is handled crosses State lines or is confined to a single county in a State; that every particle of the journey from one State to another is subject to Federal control. In the second case the court, divided as above, holds that cars containing express matter handled by an independent express company are subject to the safety-appliance act and must be equipped with the appliances mentioned therein.

As to the measure of proof necessary to the recovery of the statutory penalty, all the courts, with one exception, have held that a preponderance of evidence is sufficient. Judge Walter Evans, in the case of the *United States v. Illinois Central Railroad Company*, in the western district of Kentucky, holds that the safety-appliance act is a criminal law, and all prosecutions thereunder are subject to the rules applicable to such statutes. The failure of the court to specially find the facts, a jury having been waived, may operate to prevent a review of the decision by the circuit court of appeals for the sixth circuit. Judge Lewis, of the district of Colorado, in a case which is now being reviewed by the circuit court of appeals for the eighth circuit, held that ordinary care to find defects and make repairs is all that the law requires.

The views of Judge Evans as to the measure of proof necessary and of Judge Lewis as to the degree of care required on the part of the carrier are contrary to the general interpretation which the courts have placed upon the law, and, if adopted to any considerable extent by other courts, the ability of the Commission to secure an effective

administration of the statute will be greatly lessened. Judges McPherson, Maxey, Purnell, Whitson, Wolverton, Humphrey, Munger, and Wright have all held that the language of the statute is mandatory and that the degree of care used in finding defects and making repairs is wholly immaterial. Judge Landis has held that if the degree of care required by the statute is at all material, certainly it must be the exercise of the highest degree of care. Judge Evans holds that the statute requires the utmost degree of care of a highly prudent man under the circumstances.

In addition to the decision of the circuit court of appeals for the eighth circuit, above referred to, bearing on the matter of what constitutes interstate traffic, Judge Burns, of the southern district of Texas, in the case of the *United States v. Texas-Mexican Railway Company*, held that if interstate traffic was carried in any car of a train all the cars in such train must be equipped in compliance with the requirements of the safety-appliance law.

Since the last report of the Commission, the important case of *Schlemmer v. Buffalo, Rochester & Pittsburg Railroad Company*, 205 U. S., 1, has been decided by the Supreme Court of the United States. This case involved the construction of the safety-appliance acts; it was that of a brakeman who was killed while endeavoring to couple cars not equipped as the statute requires. His widow entered suit for compensation for his death, and her case was thrown out of the courts of Pennsylvania on the ground of contributory negligence on the part of the decedent. The case came to the Supreme Court of the United States on error from the supreme court of Pennsylvania. The decision of the Pennsylvania court was reversed, on the ground that Schlemmer's rights under the provisions of section 8 of the safety-appliance acts concerning the assumption of risk had not been properly protected in that the Pennsylvania courts had not clearly differentiated between the doctrine of contributory negligence and the doctrine of assumption of risk as applied to the facts in the particular case.

In the recent case of *Missouri Pacific Railway Company v. Brinkmeier*, the supreme court of Kansas, following Judge Lewis, held that it was incumbent upon the plaintiff, an injured employee, to show that the railroad company had not used due care to inspect its cars and repair defects found by such inspection, thus reversing the trial court, which had instructed the jury that it was at all times the bounden duty of the carrier to have its equipment in such condition that it would operate whenever called upon for use. Believing that this decision of the supreme court of Kansas was wrong, the Commission filed a petition for rehearing and asked to be allowed to intervene and to appear at the reargument and by brief. This petition was granted, and on December 2, 1907, the case was

argued by an attorney for the Commission. No decision has yet been rendered.

In one count of a case against the Missouri Pacific Railway Company, decided by Judge Munger, of the district of Nebraska, on October 5, 1907, involving the height of drawbars, a verdict was rendered for the defendant, the court holding that the language of the regulation is indefinite in that the 3 inches variation from the standard height of 34½ inches might apply either way.

Up to date judgments to the amount of \$45,000 have been had against carriers for violation of the statute. The most striking thing about the payment of these penalties is that in most cases carriers have paid out hundreds of dollars in penalties which could have been entirely avoided by the expenditure of a few cents in labor and material for repairs. The inexpensive nature of these safety-appliance repairs is such that it is always cheaper for carriers to maintain safety-appliance equipment in proper condition than to run the risk of paying penalties for violation of the law. In a total of 282 violations involving fines amounting to \$28,200, the repairs necessary would have cost but \$68.03 from the schedule of prices for labor and material promulgated by the railroad companies themselves.

A great many complaints have been made concerning the want of care exercised by railroad companies in keeping switching yards free from obstructions. Broken drawbars, old ties, pieces of coal, and other rubbish are allowed to lie between tracks where men are constantly engaged in switching cars, and switchmen are thus subjected to the danger of tripping over these obstructions. A number of fatalities due to this cause have been brought to the attention of the Commission, and effort is being made to bring about an improvement in the general condition of yards in this respect.

Differences of opinion between officials of some of the carriers, and between representatives of the employees in whose behalf this law was primarily enacted, as to the proper and correct interpretation and application of the law in connection with the handling of trains descending heavy grades, have been brought to the attention of the Commission, and it seems altogether probable that judicial determination will be necessary to settle these questions. The Commission has made an extensive investigation of the practices of handling trains on heavy grades in all parts of the country, and a report concerning this matter is now in preparation which will be published later.

The number of casualties to railway employees is constantly increasing. Several causes contribute to this undesirable condition, such as increase in the number of men employed and more exacting conditions of traffic. It is observable, however, that notwithstanding the general increase in casualties, the accidents to trainmen due

to coupling and uncoupling cars are constantly decreasing. This result proves the wisdom of Congress in enacting the safety-appliance law and justifies the endeavor of the Government to secure its proper enforcement.

MEDALS OF HONOR.

Section 1 of an act of Congress approved February 23, 1905, provides "that the President of the United States be, and he is hereby, authorized to cause to be prepared bronze medals of honor, with suitable emblematic devices, which shall be bestowed upon any persons who shall hereafter, by extreme daring, endanger their own lives in saving, or endeavoring to save, lives from any wreck, disaster, or grave accident, or in preventing or endeavoring to prevent such wreck, disaster, or grave accident, upon any railroad within the United States engaged in interstate commerce: *Provided*, That no award of said medal shall be made to any person until sufficient evidence of his deserving shall have been furnished and placed on file, under such regulations as may be prescribed by the President of the United States." Section 3 of this act provides that the appropriations for the enforcement and execution of the safety-appliance law shall be used for carrying out the provisions of the medals of honor act.

Under the provisions of section one, the President promulgated regulations governing the award of medals on March 29, 1905. By his direction and approval a proper design was selected and dies were made for the striking of these medals at the mint in Philadelphia.

Up to date seventeen applications for medals under this law have been received by the Commission. Seven of these applications were not supported by sufficient evidence and could not be acted upon. In the ten other cases, eight applications have been approved and medals awarded; two applications have been rejected. The names of persons to whom medals have been awarded, with a brief statement of the circumstances in each case, will appear in an appendix to this report.

UNIFORM SYSTEM OF RAILWAY ACCOUNTS.

The Commission is authorized by law to "prescribe the forms of any and all accounts, records, and memoranda to be kept by carriers" that are subject to the provisions of the act to regulate commerce as amended by the act of June 29, 1906. It is further authorized to "employ special agents or examiners, who shall have authority under the order of the Commission to inspect and examine any and all accounts, records, and memoranda kept by such carriers."

Immediately upon the passage of the amendatory act steps were taken looking to the formulation of a uniform system of railway accounts. The Association of American Railway Accounting Officers

courteously volunteered its aid and cooperation in this work. For that purpose it appointed from among its members a special Committee of Twenty-five, which, together with Mr. Henry C. Adams, the special representative of the Commission in that behalf, at once entered upon a series of conferences covering the various phases of the operating accounts of carriers. As a result of these exhaustive deliberations, extending over a period of nearly ten months, the main operating accounts were completed prior to the beginning of the current fiscal year. The conferences developed interesting and instructive differences of opinion on many accounting questions. But it may fairly be said that, with a few exceptions, the results arrived at were in harmony with a consensus of opinion of a majority of the members of that association. On June 3, 1907, there were issued, under the authority of the Commission, detailed accounting rules covering the operating expenses, operating revenues, and expenditures for road and equipment of carriers by rail exclusive of electric railways. Rules were also issued for the compilation of locomotive-miles, car-miles, and train-miles. There were further issued as circulars of instruction, though not covered by formal order, a classification of "additions and betterments" and of "outside operations," such as operations other than those involved in the direct service of transporting passengers and freight.

For the completion of a general system of accounts, authoritative rules relative to the financial accounts must also be issued. This involves a classification of the debit and credit items that appear on the income account, and a classification of the assets and liabilities that appear on the balance sheet. The analysis of these accounts is well under way, and when completed appropriate rules will be promulgated under order of the Commission, to take effect July 1, 1908.

It has been the universal practice of the Commission to allow the carriers due notice of any changes required in the form of their annual reports whenever such changes have affected the manner in which their accounts are to be kept. In the present instance the changes in accounting methods covered by the order of June 3, 1907, will be reflected for the first time in the reports of carriers for the year ending June 30, 1908, and those covered by the orders to be issued, probably during the month of June, 1908, will first find expression in the annual reports of carriers for the year ending June 30, 1909.

In the nineteenth annual report on the Statistics of Railways, published by the Commission, will be found a statement of the general principles to which the prescribed system of operating accounts has been adjusted. Attention is there called to the fact that in eight particulars the rules contained in the new accounts differ from those heretofore followed by the carriers in making public reports. One point in that statement is of sufficient importance to claim special

consideration. The classification of operating expenses promulgated by the Commission under its order of June 3, 1907, makes formal provision for depreciation charges. The position assumed is that such charges are an essential feature of any system of accounts the purpose of which is to guarantee that all the cost of maintenance, and no more than the cost of maintenance, of a particular period shall be set against the operating revenue of the same period. The Commission interprets the twentieth section of the act to regulate commerce as imposing upon it the duty of protecting the integrity of the net revenue statements published by the carriers, and it believes that formal depreciation charges, conservatively administered, are essential for the attainment of this end. If this can be done through supervision over the operating accounts, and if, through the medium of a standard balance sheet, the Commission is able to protect also the integrity of statements rendered by the carriers relative to their accumulated surplus, the most important single purpose of Congress in conferring upon this Commission authority to prescribe and supervise a uniform system of railway accounts will have been accomplished.

It is further worthy of notice in this connection that the twentieth section of the act to regulate commerce opens to this Commission a means for the exercise of some degree of administrative supervision over the manner in which carriers comply with the duties imposed upon them by law. The law clearly specifies certain acts as illegal, but there is no direct or certain method of preventing such illegal acts. It is the purpose of the Commission to remedy this defect, in part at least, by holding accounting officers responsible for the correct application of the rules of accounting which are prescribed. Every warrant covering revenue, every voucher covering expenses, every entry of an asset or a liability must be carried into the accounts according to prescribed rules, and it is certainly a step in advance, because it is a means of localizing responsibility, that the Commission should select from among the officials of each of the carriers one whose duty it is to certify to the legality of the acts which the accounts record. This will be made clear by the following paragraph, quoted from the order of the Commission under which the classification of operating expenses was promulgated:

It is further ordered, That the rules contained in said third revised issue of the classification of operating expenses are, and by virtue of this order do become, the lawful rules according to which the said operating expenses are defined; and that each and every person directly in charge of the accounts of any such carrier or of any receiver or operating trustee of any such carrier is hereby required to see to, and under the law is responsible for, the correct application of the said rules in the keeping and recording of the operating expense accounts of any such carrier. * * *

It is not too much to say that, by virtue of the above order, administrative recognition is given to the fact that railways are engaged in a quasi-public business.

It lies within the purpose of the Commission to include within its accounting scheme all agencies of interstate transportation; and to promulgate for express companies, sleeping-car companies, electric railways, water carriers, and pipe lines a system of accounts similar to those prescribed for steam railways. The system of accounts prescribed for each of these different methods of conducting transportation will, of course, require special treatment to reflect the particular conditions under which each is carried on. But the general form and accounting principles will be the same for all. With the exception of pipe lines, the formulation of accounting rules for all of the above-mentioned agencies for moving the commerce of the country are well under way, and will be issued under formal order to take effect July 1, 1908.

COOPERATION OF FEDERAL AND STATE COMMISSIONS.

The desire to provide a uniform system of accounts for all transportation agencies, coupled with the fact of divided jurisdiction, has forced the question of cooperation between Federal and State commissions into the foreground as a question of practical administration.

As an extreme illustration, mention may be made of the manner in which an accounting system for electric urban and interurban lines is being worked out. According to the test of location of the physical property (which, of course, is not the final test), not more than 20 per cent of this class of railways comes within the jurisdiction of the Federal Commission, an amount not sufficient to warrant this Commission in prescribing a system of accounts in conformity with that prescribed for other transportation agencies, except upon the approval and cooperation of the various States whose laws give to their respective commissions jurisdiction over the operation of electric lines. Such approval and cooperation has been readily granted. A conference was recently held for the consideration of this entire subject, and so significant is the attitude of the States, as expressed in letters received prior to the conference in response to a request from this office for an expression of opinion as to the feasibility of cooperation between the State commissions and the Interstate Commerce Commission relative to the promulgation of a system of accounts for electric lines, that a condensed statement of the replies is here submitted.

Synopsis of replies of State railroad commissions to letter of November 13, 1907, asking for an expression of opinions as to the desirability of accounts for electric roads being in substantial agreement with those already prescribed by the Interstate Commerce Commission for steam roads.

Alabama.—Will cooperate with Interstate Commerce Commission to the fullest extent practicable.

Arizona.—Has no railroad commission.

Arkansas.—Uniformity between electric and steam railway accounts very desirable. Will cooperate with Interstate Commerce Commission to any reasonable limit.

California.—No reply to letter.

Colorado.—Uniformity between electric and steam accounts desirable. Will assist Interstate Commerce Commission as far as possible.

Connecticut.—Uniformity between electric and steam accounts necessary. Will cooperate with Interstate Commerce Commission to that end.

Delaware.—Has no railroad commission.

Florida.—Action of Interstate Commerce Commission will be satisfactory.

Georgia.—Approves idea for uniform classification of accounts between steam and electric roads.

Idaho.—Has no railroad commission.

Illinois.—Will cooperate with Interstate Commerce Commission as far as possible. Electric and steam accounts should be in substantial agreement.

Indiana.—Entirely willing to abide by result of conference, and will cooperate with Interstate Commerce Commission.

Iowa.—No objection to classification submitted by Interstate Commerce Commission.

Kansas.—Classification submitted by Interstate Commerce Commission thoroughly applicable to Kansas conditions.

Kentucky.—Will heartily cooperate with Interstate Commerce Commission. (Verbal statement of chairman of commission.)

Louisiana.—No jurisdiction; but, should occasion require, will accept recommendations of Interstate Commerce Commission.

Maine.—Classification proposed by Interstate Commerce Commission great improvement over present system.

Maryland.—Has no railroad commission.

Massachusetts.—Waiting action of Interstate Commerce Commission on system of accounts. Will act in accord with Interstate Commerce Commission as far as possible.

Michigan.—Have perfect confidence in judgment of Interstate Commerce Commission and will heartily cooperate.

Mississippi.—No reply to letter. Probably has no jurisdiction.

Missouri.—Will adopt system of accounting recommended by Interstate Commerce Commission.

Montana.—Will be pleased to cooperate with Interstate Commerce Commission and use forms prescribed by the Commission.

Minnesota.—Will cordially indorse system approved by Interstate Commerce Commission.

Nebraska.—In hearty sympathy with Interstate Commerce Commission. Steam and electric accounts should be uniform.

Nevada.—No reply to letter.

New Hampshire.—Will adopt system of accounts used by adjoining States and Interstate Commerce Commission.

New Jersey.—Approves system of uniform accounts recommended by conference. Has no jurisdiction over trolley lines.

New Mexico.—Has no railroad commission.

New York, first.—Was represented at conference and will probably cooperate with Interstate Commerce Commission.

New York, second.—Will adopt system of accounts prescribed by Interstate Commerce Commission, as far as possible.

North Carolina.—Approves classification prepared by Interstate Commerce Commission, and will adopt same for North Carolina.

North Dakota.—Will be pleased to cooperate with Interstate Commerce Commission.

Ohio.—Will cooperate with Interstate Commerce Commission as far as possible.

Oklahoma.—Railroad commission not appointed at date of letter.

Oregon.—Steam and electric roads should have same system of accounts. Will cooperate with Interstate Commerce Commission.

Pennsylvania.—Railroad commission to be appointed January 1, 1908.

Rhode Island.—Did not receive letter.

South Carolina.—No jurisdiction over electric railways.

South Dakota.—No jurisdiction over electric railways.

Tennessee.—No jurisdiction over electric railways.

Texas.—No jurisdiction over electric railways.

Utah.—Has no railroad commission.

Vermont.—Will probably adopt form of accounts prescribed by Interstate Commerce Commission.

Virginia.—Steam and electric accounts should be uniform. Will adopt system recommended by conference.

Washington.—Classification proposed by Interstate Commerce Commission meets all requirements of the State.

West Virginia.—Has no railroad commission.

Wisconsin.—Will cooperate with Interstate Commerce Commission. Steam and electric accounts should be uniform.

Wyoming.—Has no railroad commission.

It is evident from the above that the States are not only willing, but anxious, that the Federal Commission should assume the responsibility of prescribing a uniform system of accounts for electric lines, and offer not only cooperation for the attainment of this result, but agree, so far as practicable in view of local requirements, to accept whatever rules and classifications may be promulgated.

Further evidence of the fact that the States look to the Federal Government for assistance in securing harmony of administration throughout the country is found in their treatment of the question of dividing operating revenues and operating expenses of carriers by State lines. There is, at present, no uniform practice in this regard, and a study of the rules followed, where localization of earnings, expenses, and values is required, furnishes many examples of unequal and unjust distribution. The situation is one that calls for an authoritative rule of general application. This entire matter was made the subject of earnest discussion by the National Association of Railway Commissioners at its recent convention held in Washington Oc-

tober 8, 9, 10, and 11 last, and, as a result of this discussion, a resolution was passed authorizing the standing committee on railway statistics to formulate a set of rules for the assignment of operating revenues and operating expenses by State lines, to be submitted to the Interstate Commerce Commission for its approval, with the request that, if approved, the rules should be promulgated under order of the Commission. No recommendations have yet been received from the committee, but when received they will be given most careful consideration, for this Commission can not express too strongly its desire to render whatever assistance lies in its power to secure a harmonious and efficient administration of all laws, both State and Federal, relative to railway supervision and control.

As yet further indicating the desire for cooperation manifested by the States, a fact which has especial significance in view of the apparent conflict of Federal and State jurisdiction recently expressed in other lines, the following resolution, passed unanimously by the National Association of Railway Commissioners, at its recent convention above referred to, may be quoted. It was the desire of this association to secure not merely uniformity of reports and uniformity of accounts, but some degree of uniformity in the compilation of reports, and in the use to be made of accounts; and to that end it was suggested that the Interstate Commerce Commission organize a bureau of correspondence to serve as a medium of communication between the State railway commissions and the Interstate Commerce Commission. The resolution is as follows:

That the Interstate Commerce Commission be requested to establish a bureau of correspondence for the purpose of gathering and compiling statistics in connection with the various States, in order that the methods adopted by the Interstate Commerce Commission may also be adopted, as far as practicable, by the State commissions, uniformity in this regard being the desired end.

The Commission has already taken steps to realize the purpose of the above resolution.

The general conclusion at which this Commission has arrived in reviewing the work accomplished by its division of statistics and accounts, so far as the relation of Federal and State authority is concerned, seems worthy of the especial attention of Congress. The duties imposed by law upon Federal and State railway commissions require the exercise on their part of distinctly administrative functions, as well as functions semi-judicial in their character; and there is no reason, either in the nature of the case or in the attitude thus far manifested by the States, why a definite scheme of administration may not be worked out in which the activities of the States and of the Federal Government shall each be complementary to the other. Whether or not additional legislation will be needed to realize this idea of harmonious administrative supervision, a supervision in

which the interests of the locality, be they technically State or interstate in character, shall be administered by local agencies, while the interests which affect the country as a whole shall be administered by the Federal Commission, is a matter respecting which this Commission at present refrains from expressing an opinion. It is believed, however, that a comprehensive and purposeful analysis of the entire situation will make clear the necessity of some formal cooperation between the official representatives of the States and of the Federal Government for the development of an effective organization for administrative supervision over railway management.

SPECIAL AND MONTHLY REPORTS.

The twentieth section of the act to regulate commerce confers upon the Commission the right to require "special reports" and monthly reports, as well as annual reports. Under the authority to require special reports, the division of statistics and accounts has made an investigation into the intercorporate relations of legally independent carriers, organized into systems for the purpose of unified and concentrated control and management, its prime purpose being to make clear the extent and character of intercorporate relationship. Another purpose of this investigation is to separate the capital which is in fact "outstanding" from capital which, while nominally outstanding, judged from the records of individual corporations, is either pledged as security for other issues or held in trust, or carried in the treasury as an asset. The compilation showing these results will shortly be issued. Attention is drawn to the matter at this time for the reason that the compilation has been greatly embarrassed by the fact that certain "holding companies" have questioned the authority of the Commission to require the information sought.

Two illustrations, showing the character and effect of holding companies, may be noted.

The Rock Island Company was organized apparently for the purpose of securing a centralized control over operating properties. Its interest is confined to the Rock Island system of railroads. It has, so far as its reports to stockholders reveal the facts, no equities in any other industries nor in any other railroad systems than those generally regarded as a part of the Rock Island Frisco System.

The Rock Island Company was chartered in New Jersey in 1902 as a holding company. It had outstanding, outside of the treasury, on June 30, 1907, \$49,047,390 of preferred stock and \$89,602,402 of common stock, a total of \$138,649,792. It has no debt.

The Chicago, Rock Island & Pacific Railroad Company, chartered in Iowa in 1902, is in fact a holding company intermediary between the operating companies and the Rock Island Company. Its entire outstanding stock, amounting to \$145,000,000, is owned by the Rock

Island Company, which the latter corporation secured in exchange for its own stock. The Chicago, Rock Island & Pacific Railroad Company, using this Rock Island Company stock in combination with two issues of collateral trust bonds, has purchased over 93 per cent of the stock of the Chicago, Rock Island & Pacific Railway Company, and nearly 60 per cent (practically the entire common stock issue) of the St. Louis & San Francisco Railroad Company stock, the stocks of these two latter corporations being deposited as security for the collateral trust bonds.

It should be noted further that the Chicago, Rock Island & Pacific Railway Company owned on June 30, 1907, 48 per cent of the stock of the Chicago & Alton Railway; that the St. Louis & San Francisco Railroad Company owned over 82½ per cent of the stock (excluding treasury holdings) of the Chicago & Eastern Illinois Railroad Company, and that this latter corporation owned 60 per cent of the stock of the Evansville & Terre Haute Railroad Company.

The voting right of securities is also pertinent. Holders of the preferred stock of the Rock Island Company have the right, to the exclusion of holders of the common stock, to choose a majority of the board of directors, such right to be surrendered only with the consent of two-thirds of the preferred stockholders. Furthermore, the amount of preferred stock can not be increased, except upon affirmative vote of the holders of two-thirds of the entire preferred and two-thirds of the entire common stock. It therefore appears that a majority of the preferred stock of the Rock Island Company, or say \$25,000,000 out of a total of \$49,000,000 of preferred stock of that corporation, dominates the situation and controls the vast network of railroad lines comprised in the Rock Island System.

Another striking instance of consolidated control through the medium of a holding company is that of the Atlantic Coast Line Company, of Connecticut, organized in 1889 for the purpose of consolidating under one ownership a series of southern roads along the Atlantic Coast. This corporation, with a capitalization on June 30, 1906, of only \$10,500,000 of stock and \$13,000,000 of certificates of indebtedness, owned over 50 per cent of the stock of the Atlantic Coast Line Railroad Company. The significance of this holding becomes clearer when it is observed that on June 30, 1907, the Atlantic Coast Line Railroad Company owned \$30,600,000 out of \$60,000,000, or 51 per cent, of the stock of the Louisville & Nashville Railroad Company, and that the latter corporation, jointly with the Southern Railway Company, owned 88 per cent. of the stock of the Chicago, Indianapolis & Louisville Railroad Company, and leased jointly with the Atlantic Coast Line Railroad Company the railroad properties of the Georgia Railroad & Banking Company. This holding com-

pany, with a comparatively small capitalization, which represents still less of actual investment, probably not more than \$5,000,000, is in virtual control of a railway system over 11,000 miles in length.

It is not intended to discuss the economic justification of such holding companies, if indeed they can be justified from that point of view. The significant fact for the consideration of Congress is that companies of this class deny the jurisdiction of Federal supervision under the law, a contention which, if admitted and carried to its logical result, would exclude many important financial questions which affect public interests from the supervisory control of the Commission. It is the purpose of the Commission to bring this question to judicial determination, but in order to arrive speedily at some practical conclusion, to the end that the work undertaken be not further embarrassed, it is respectfully submitted that the act to regulate commerce be amended so as to make clear the responsibilities and the rights of the Commission as regards holding companies.

On July 10, 1907, this Commission issued an order prescribing a form for monthly report of earnings and expenses, and required of each and every carrier subject to Federal jurisdiction to file such report for the month of July, 1907, and for each month thereafter. This has been done by most of the carriers, and the Commission anticipates no difficulty in securing monthly statements from all. It has not seemed wise to press this matter, nor to begin the public use of the monthly statements, until there had been opportunity to observe the result of the new system of accounts as reflected in the July, August, and September accounts. Every change in method of business procedure must be granted a period for adjustment, and the Commission has followed, in the matter of monthly reports, its uniform practice in all similar matters, namely, to allow ample time for a thorough understanding of the new conditions and rules before making public use of the facts reported under them.

The success of monthly statements of earnings and expenses is largely dependent upon the fact that, being made in compliance with an order of the Commission, they will be rendered by all carriers and rendered according to uniform rules of accounting. Assuming the accounts of the carriers to be properly supervised by the board special examiners for which the law provides, the publication of these monthly reports will tend to steady commercial conditions and to narrow the margin of speculative dealings. Moreover, the publication from month to month of the aggregate revenues and expenses of railways will reflect more clearly than could be done in any other way the changes that are taking place in general business conditions. Beginning with the month of July, 1908, these monthly reports of operating revenues and operating expenses will be made public.

BOARD OF SPECIAL EXAMINERS.

The twentieth section of the act to regulate commerce, as amended, makes provision for the employment of "special agents or examiners, who shall have authority under the order of the Commission to inspect and examine any and all accounts, records, and memoranda kept by the carriers." This is recognized as an important provision of the law. The examination contemplated will enable the Commission to enforce conformity to the rules of accounting that have been prescribed, and to ascertain whether or not the net revenues accruing from operation, or the profit and loss which appears on the balance sheet, as published by the carriers and reported to the Federal and State Governments, are correctly stated. This is a result of paramount interest to every investor in railway securities, as well as to the public at large, for the reason that it tends to give greater stability to commercial conditions and greater security to railway investments. Such an examination as is contemplated by the law will also furnish added security to the shipper, in that it will disclose unlawful practices in case such practices exist. The influence of a board of special examiners for railway accounts will, in many respects, be similar to that which follows the examination of national banks by the agents of the Comptroller of the Currency.

The Commission fully appreciates the purpose of Congress in making provision for a thorough and systematic examination of railway accounts, and has already taken steps for the organization of a bureau to have this matter in charge. It is not possible at present to say how extensive an organization will be necessary to realize the aims which Congress held in view, but there can be no doubt that a large force of trained experts must be employed.

VALUATION OF RAILWAY PROPERTY.

Reference has been made in previous reports to the importance of a physical valuation of railway properties. The considerations submitted in favor of such a valuation need not be repeated at this time. It may, however, be proper to call attention to the fact that the introduction into operating expenses of a set of depreciation accounts brings prominently into view an added necessity for an inventory of railway property. The chief purpose of the depreciation accounts is to protect the investor against the depletion of his property by an understatement of the cost of maintenance, and to protect the public against the maintenance of unduly high rates by charging improvements to cost of transportation. These accounts, which serve so important a purpose, require for their proper and safe administration complete and accurate information relative to the value of the property to which they apply, and this information can only be secured by a formal appraisal embracing all classes of railway property.

Yet another reason may be submitted. Before the close of the present fiscal year the Commission will be in position to prescribe a standard form of balance sheet. The purpose of a balance sheet is to disclose the financial standing of a corporation, and this it does by placing in parallel columns a statement of assets and of liabilities. But in the case of railway companies the Commission is unable to test the accuracy of the assets reported, and there is no feasible means of providing such a test other than by a detailed inventory of the property which the assets represent. If Congress designed, by the provision which it made for a prescribed system of accounts, that the Commission should do what lies in its power to guarantee the sound financing of railways, the making of an inventory appraisal of railway property can not longer be delayed.

From whatever point of view this question of valuation be regarded, whether of reasonable capitalization, of a reasonable schedule of rates, of effective administration of the depreciation accounts, or of the correct interpretation of the balance sheet, one is forced to conclude that an authoritative valuation of railway property is the next important step in the development of governmental supervision over railway administration.

The Commission can not emphasize too strongly the significance of the supervisory work which, upon the authority conferred by the twelfth section of the act to regulate commerce as amended, has assumed such large proportions; and believing as it does that a comprehensive, systematic, and authoritative valuation of railway property is essential for the successful development of this work, as well as for other purposes named, it does not hesitate to submit to Congress a formal recommendation for the enactment of a law under which such a valuation can be made.

STATISTICS OF RAILWAYS.

MONTHLY REPORTS.

The following is a statement of earnings and expenses of railways for the months of July, August, September, and October:

Monthly statement of revenues and expenses.

JULY, 1907.

[210,148.85 miles of line.]

Total operating revenues	\$207, 352, 726. 86
Total operating expenses	139, 290, 210. 34
Net operating revenues	68, 062, 516. 52

AUGUST, 1907.

[210,131.96 miles of line.]

Total operating revenues	\$218, 685, 133. 68
Total operating expenses	142, 903, 292. 70
Net operating revenues	75, 781, 840. 98

SEPTEMBER, 1907.

[206,644.80 miles of line.]

Total operating revenues	\$209, 547, 024. 25
Total operating expenses	140, 772, 747. 36
Net operating revenues	68, 774, 276. 89

OCTOBER, 1907.

[194,500.35 miles of line.]

Total operating revenues	\$212, 263, 338. 91
Total operating expenses	141, 022, 880. 18
Net operating revenues	71, 240, 458. 73

PRELIMINARY REPORT ON THE INCOME AND EXPENDITURES OF RAILWAYS
FOR THE YEAR ENDING JUNE 30, 1907.

The Commission has published annually, since 1892, a brief report presenting in a condensed form an income account statement for the operating railways in the United States. The preliminary report for the last fiscal year ending June 30, 1907, includes returns received by November 29 for 894 railway companies, representing an operated mileage of 225,584.30 miles, or, presumably, more than 99 per cent of the mileage that will be covered by the final report on railway statistics for the year.

This advanced report shows that the gross earnings of the roads it covers for the year 1907 were \$2,585,913,002. In this amount are included as earnings from passenger service, \$683,980,921, or 26.45 per cent; as earnings from the freight service, \$1,826,209,111, or 70.62 per cent, and as miscellaneous earnings, \$75,722,970, or 2.93 per cent. The gross earnings for 1907 averaged \$11,463 per mile. This average exceeds the like average for any prior year since the Commission was organized. The gross earnings of the railways as given in the final report for the year ending June 30, 1906, were \$2,325,765,167, representing an average of \$10,460 on 222,340.30 miles of line operated. The operating expenses of the roads covered by the 1907 preliminary report were \$1,746,097,122, being equivalent to \$7,740 per mile. The ratio of operating expenses to earnings was 67.52 per cent. The like ratio for the year 1906 was 66.08 per cent. According to the report under consideration, the net earnings of the roads for the year ending June 30, 1907, were \$839,815,880, or \$3,723 per mile, and the net earnings for the corresponding roads for the year 1906 were \$787,420,827.

In addition to the amount shown by the carriers as gross earnings, they reported as income from sources other than operation \$157,534,-585. This amount, however, includes a few duplications attributable to the method of accounting followed by some of the carriers. On the basis of the foregoing figures, the total income of the operating roads covered by the preliminary report for 1907 was \$997,350,465. There was charged against this amount for interest, rents, betterments, taxes, and miscellaneous items the sum of \$605,916,745, and also as dividends the sum of \$259,233,580, leaving a surplus for the year of \$132,-200,140. The amount of taxes charged to income during the year was \$73,617,082. The final report of the Commission on railway statistics for the year ending June 30, 1906, showed a surplus of \$112,334,761. The amount of dividends declared in 1907, as given above, was \$29,-998,172 more than the amount of dividends declared by essentially the same roads in 1906. Since the preliminary report pertains to operating roads only, it does not include any dividends paid by leased lines from the income which they received as rent. It may be said, however, that the dividends declared by subsidiary leased lines for the preceding year ending June 30, 1906, amounted to about \$43,000,000.

FINAL REPORT FOR THE YEAR ENDING JUNE 30, 1906.

The nineteenth annual report on the Statistics of Railways in the United States being, in general, like prior reports in the series, forms a separate volume of more than 700 pages. The text of this report, which contains many summaries of railway statistics, is followed by tables giving details of mileage, capitalization, earnings, expenses, etc., by roads. An abstract of the report is here given.

MILEAGE.

On June 30, 1906, the report shows that the total single-track railway mileage in the United States was 224,363.17 miles, or 6,262.13 miles more than at the end of the previous year. An increase in mileage exceeding 100 miles appears for Alabama, Arkansas, California, Florida, Georgia, Idaho, Illinois, Indiana, Louisiana, Michigan, Minnesota, Mississippi, Nevada, North Carolina, North Dakota, Pennsylvania, South Dakota, Tennessee, Texas, Virginia, Washington, West Virginia, Wisconsin, Wyoming, New Mexico, and Oklahoma.

The operated mileage for which substantially complete returns were rendered to the Commission was 222,340.30 miles, including 7,865.97 miles of line used under trackage rights. The aggregate length of railway mileage, including tracks of all kinds, was 317,083.19 miles. This mileage was thus classified: Single track, 222,340.30 miles, as just mentioned; second track, 17,936.25 miles; third track, 1,766.07 miles; fourth track, 1,279.66 miles, and yard track and sidings, 73,760.91 miles. These figures indicate that there was an increase of 10,286.45 miles in the aggregate length of all tracks, of which 3,819.24 miles, or 37.13 per cent, represented the extension of yard track and sidings.

The number of railway corporations for which mileage is included in the report was 2,313. During the year railway companies owning 4,054.46 miles of

line were reorganized, merged, or consolidated. The corresponding figure for the year 1905 was 3,802.02 miles.

The report shows that for the year ending June 30, 1906, the mileage of roads operated by receivers was 3,971.43 miles, or an increase of 3,175.61 miles as compared with 1905. The number of roads in the hands of receivers was 34.

EQUIPMENT.

On June 30, 1906, there were in the service of the carriers 51,672 locomotives, the increase being 3,315. These locomotives, excepting 1,090, were classified as: Passenger, 12,249; freight, 29,848, and switching, 8,485.

The total number of cars of all classes was 1,958,912, or 116,041 more than for the year 1905. This rolling stock was thus assigned: Passenger service, 42,262 cars; freight service, 1,837,914 cars, and company's service, 78,736 cars. These figures do not include cars owned by private commercial firms or corporations.

The average number of locomotives per 1,000 miles of line was 232, and the average number of cars per 1,000 miles of line was 8,810. The number of passenger-miles per passenger locomotive was 2,054,636, showing an increase of 6,078 miles as compared with the previous year. The number of ton-miles per freight locomotive was 7,232,563, showing an increase of 541,863 miles.

The number of locomotives and cars in the service of the railways aggregated 2,010,584, of which 1,827,789 were fitted with train brakes, or an increase for the year of 186,394, and 1,989,796 were fitted with automatic couplers, or an increase of 118,206. Nearly all the locomotives and cars in the passenger service had train brakes, and all but 72 locomotives in the same service were fitted with automatic couplers. Only 1.54 per cent of cars in the passenger service were without automatic couplers. Substantially all the freight locomotives had train brakes and automatic couplers. Of 1,837,914 cars in the freight service on June 30, 1906, the number fitted with train brakes was 1,689,141 and with automatic couplers 1,820,854.

EMPLOYEES.

The reported number of persons on the pay rolls of the railways in the United States on June 30, 1906, was 1,521,355, which is equivalent to an average of 684 employees per 100 miles of line. These figures show an increase in the number of employees as compared with the year 1905, of 139,159, or 47 per 100 miles of line. Of the employees 59,855 were enginemen, 62,678 firemen, 43,936 conductors, and 119,087 were other trainmen. There were 49,659 switch tenders, crossing tenders, and watchmen. The total number of railway employees, disregarding a small number not assigned, were apportioned among the four general divisions of railway employment as follows: For general administration, 57,054; for maintenance of way and structures, 495,879; for maintenance of equipment, 315,952, and for conducting transportation, 649,820.

The report includes summaries showing the average daily compensation of 18 classes of employees for a series of years, and also the aggregate amount of compensation returned for the several classes. The total amount of wages and salaries reported as paid to employees during the year ending June 30, 1906, was \$900,801,653; but this amount is deficient by more than \$27,000,000 because of the loss of railway records in the San Francisco calamity.

CAPITALIZATION OF RAILWAY PROPERTY.

On June 30, 1906, the par value of the amount of railway capital outstanding was \$14,570,421,478, which is equivalent to a capitalization of \$67,936 per mile

for the railways in the United States. Of this capital there existed as stock \$6,803,760,093, of which \$5,403,001,962 was common and \$1,400,758,131 preferred; the remaining part, \$7,766,661,385, represented funded debt, consisting of mortgage bonds, \$6,266,770,962; miscellaneous obligations, \$973,647,924; income bonds, \$301,523,400; and equipment trust obligations, \$224,719,099.

Of the total capital stock outstanding \$2,276,801,333, or 33.46 per cent, paid no dividends. The amount of dividends declared during the year was \$272,795,974, being equivalent to 6.03 per cent on dividend-paying stock. For the year ending June 30, 1905, the amount of dividends declared was \$237,964,482. Of the total amount of stock outstanding, \$6,803,760,093, 12.60 per cent paid from 1 to 4 per cent; 11.34 per cent from 4 to 5 per cent; 7.60 per cent from 5 to 6 per cent; 9.54 per cent from 6 to 7 per cent, and 14.94 per cent from 7 to 8 per cent. The total amount of funded debt (omitting equipment trust obligations) that paid no interest was \$287,954,851, or 3.82 per cent. Of mortgage bonds, \$208,060,486, or 3.32 per cent; of miscellaneous obligations, \$2,827,570, or 0.29 per cent, and of income bonds \$77,066,795, or 25.56 per cent, paid no interest.

The aggregate amount of railway stock reported as owned by railway corporations was \$2,257,175,799, and the aggregate amount of railway bonds so reported was \$641,305,030.

PUBLIC SERVICE OF RAILWAYS.

The report indicates that the number of passengers carried by the railways in the year ending June 30, 1906, was 797,946,116, this item being 59,111,449 more than for the year ending June 30, 1905. The passenger-mileage, or the number of passengers carried 1 mile, was 25,167,240,831, the increase being 1,367,091,395 passenger-miles.

The number of tons of freight shown as carried (including freight received from connections) was 1,631,374,219, which exceeds the tonnage of the year 1905 by 203,642,314 tons. The ton-mileage, or the number of tons carried 1 mile, was 215,877,551,241, the increase being 29,414,441,731 ton-miles. The number of tons carried 1 mile per mile of line was 982,401, indicating an increase in the density of freight traffic of 121,005 ton-miles per mile of line.

The average revenue per passenger per mile for the year ending June 30, 1906, was 2.003 cents. For the preceding year the average was 1.962 cents. The average revenue per ton per mile was 0.748 cent; the like average for the year 1905 was 0.766 cent. The earnings per train mile show an increase both for passenger and for freight trains. The figures show an increase in the average cost of running a train 1 mile. The ratio of operating expenses to earnings for the year 1906 was 66.08 per cent. For 1905 this ratio was 66.78 per cent.

EARNINGS AND EXPENSES.

The gross earnings of the railways in the United States from the operation of 222,340.30 miles of line were, for the year ending June 30, 1906, \$2,325,765,167, being \$243,282,761 greater than for the year 1905. Their operating expenses were \$1,536,877,271, or \$146,275,119 more than in 1905. The following figures present a statement of gross earnings in detail and show the increase of the several items over those of the previous year: Passenger revenue, \$510,032,583—increase, \$37,337,851; mail, \$47,371,453—increase, \$1,945,328; express, \$51,010,930—increase, \$5,861,775; other earnings from passenger service, \$11,314,237—increase, \$274,095; freight revenue, \$1,640,386,655—increase, \$189,613,817; other earnings from freight service, \$5,645,222—increase, \$564,956; other earnings from operation, including unclassified items, \$60,004,087—increase, \$7,684,939. Gross earnings from operation per mile of line averaged \$10,460, the corresponding average for the year 1905 being \$862 less.

The operating expenses assigned to the four general classes were: For maintenance of way and structures, \$311,720,820; maintenance of equipment, \$328,554,658; conducting transportation, \$836,202,707; general expenses, \$59,752,230; undistributed, \$646,856. Operating expenses averaged \$6,912 per mile of line, this average showing an increase of \$503 per mile in comparison with the year 1905.

The income from operation or the net earnings of the railways amounted to \$788,887,896. This amount exceeds the corresponding one for the previous year by \$97,007,642. The net earnings per mile of line for 1906 averaged \$3,548; for 1905, \$3,189, and for 1904, \$2,998. The amount of income attributable to other sources than operation was \$256,639,591. There are included in this amount the following items: Income from lease of road, \$119,604,619; dividends on stocks owned, \$66,861,656; interest on bonds owned, \$20,537,011, and miscellaneous income, \$49,636,305. The total income of the railways (\$1,045,527,487); that is, the net earnings and income from lease, investments, and miscellaneous sources—is the amount from which fixed and other charges against income are taken to ascertain the sum available for dividends. Such deductions aggregated \$660,341,159, thus leaving \$385,186,328 as the net income for the year ending June 30, 1906, available for dividends or surplus.

The amount of dividends declared during the year under review (including \$55,593 representing other earnings to stockholders) was \$272,851,567, leaving as the surplus from the operations of the year ending June 30, 1906, \$112,334,761. The surplus from operations as shown for the preceding year was \$89,043,490. The amount of deductions from income as stated above, \$660,341,159, comprises these items: Salaries and maintenance of organization, \$571,431; interest accrued on funded debt, \$322,555,934; interest on current liabilities, \$11,653,076; rents paid for lease of road, \$122,290,911; taxes, \$74,785,615; permanent improvements charged to income account, \$49,042,631; other deductions, \$79,441,561.

The preceding figures for the income and the expenditures of railway companies are compiled from the annual reports of leased roads as well as of operating roads, and include duplications in certain items of income and also of expenditure on account of the fact that, in general, the income of a leased road is the rent which it receives from its lessee. There is included in the statistical report, however, a summary which presents the income account for all the railways considered as a single system, from which intercorporate payments are substantially eliminated.

The complete report includes a summary showing the total taxes and assessments of the railways by States and Territories and also an analysis showing the basis of assessment.

RAILWAY ACCIDENTS.

In their annual reports to the Interstate Commerce Commission, carriers include returns for all casualties to passengers, employees, trespassers, and other persons. The following figures therefore are not comparable with details in the Commission's Accident Bulletins, based on monthly reports, that chiefly relate to casualties to passengers and to employees while on duty on or about trains:

The total number of casualties to persons on the railways for the year ending June 30, 1906, was 108,324, of which 10,618 represented the number of persons killed and 97,706 the number injured. Casualties occurred among three general classes of railway employees, as follows: Trainmen, 2,310 killed and 34,989 injured; switch tenders, crossing tenders, and watchmen, 147 killed, 1,026 injured; other employees, 1,472 killed, 40,686 injured. The casualties to employees coup-

ling and uncoupling cars were: Employees killed, 298; injured, 3,884. The casualties connected with coupling and uncoupling cars are assigned as follows: Trainmen killed, 266; injured, 3,590; switch tenders, crossing tenders, and watchmen killed, 18; injured, 170; other employees killed, 14; injured, 124.

The casualties due to falling from trains, locomotives, or cars in motion were: Trainmen killed, 454; injured, 5,215; switch tenders, crossing tenders, and watchmen killed, 7; injured, 159; other employees killed, 84; injured 712. The casualties due to jumping on or off trains, locomotives, or cars in motion were: Trainmen killed, 130; injured, 4,809; switch tenders, crossing tenders, and watchmen killed, 7; injured, 119; other employees killed, 76; injured, 685. The casualties to the same three classes of employees in consequence of collisions and derailments were: Trainmen killed, 693; injured, 5,245; switch tenders, crossing tenders, and watchmen killed, 3; injured, 69; other employees killed, 91; injured, 888.

The number of passengers killed in the course of the year 1906 was 359 and the number injured 10,764. In the previous year 537 passengers were killed and 10,457 injured. There were 146 passengers killed and 6,053 injured because of collisions and derailments. The total number of persons other than employees and passengers killed was 6,330; injured, 10,241. These figures include the casualties to persons trespassing, of whom 5,381 were killed and 5,927 were injured. The total number of casualties to persons other than employees from being struck by trains, locomotives, or cars was 5,127 killed and 4,905 injured. The casualties of this class were: At highway crossings, passengers killed, 3; injured, 8; other persons killed, 926; injured, 1,884; at stations, passengers killed, 48; injured, 96; other persons killed, 566; injured, 647; at other points along track, passengers killed, 3; injured, 16; other persons killed, 3,581; injured, 2,254. The ratios of casualties indicate that 1 employee in every 387 was killed and 1 employee in every 20 was injured. With regard to trainmen—that is, enginemen, firemen, conductors, and other trainmen—it appears that 1 trainman was killed for every 124 employed and 1 was injured for every 8 employed.

In 1906, 1 passenger was killed for every 2,222,691 carried, and 1 injured for every 74,131 carried. For 1905 the figures show that 1,375,856 passengers were carried for 1 killed, and 70,655 passengers were carried for 1 injured. For 1895, 1 passenger was killed for every 2,984,832 carried, and 1 injured for every 213,651 carried. With respect to the number of miles traveled, the figures for 1906 show that 70,103,735 passenger-miles were accomplished for each passenger killed, and 2,338,094 passenger-miles for each passenger injured. For 1905 the figures were 44,320,576 passenger-miles for each passenger killed, and 2,276,002 passenger-miles for each passenger injured. The figures for 1895 show that 71,696,743 passenger-miles were accomplished for each passenger killed, and 5,131,977 passenger-miles for each passenger injured.

NATIONAL ASSOCIATION OF RAILWAY COMMISSIONERS.

Pursuant to call, the Nineteenth Annual Convention of the National Association of Railway Commissioners was held in the rooms of the Commission, at Washington, D. C., on October 8, 9, 10, and 11, 1907.

The attendance at this convention was unusually large, all sections of the country being represented, and it was the consensus of opinion that it was the most important meeting ever held by the association.

Committee reports were read and carefully considered on the following important subjects: Electric railway accounting; railroad

taxation and method of ascertaining fair valuations of railroads; demurrage and reciprocal demurrage; uniform freight classification; railroad statistics; powers, duties, and work of State railway commissions; amendments to the act to regulate commerce; and safety appliances and block signals.

The convention unanimously adopted resolutions requesting Congress to amend the existing law in the following particulars:

That no increase of an interstate rate, or discontinuance of a rate affecting an increase, shall be permitted without the approval of the Interstate Commerce Commission.

That Congress shall enact a law to compel railroad companies, both steam and electric, to protect all tracks by an automatic block system to be approved by the Interstate Commerce Commission.

That it is the sense of the convention that Congress enact a law requiring the Interstate Commerce Commission at once to proceed to make a uniform freight classification, and when so made by such Commission the same shall be the legal classification for interstate shipments.

Reference has been made elsewhere in this report to the unanimously expressed desire of the State commissions to act in harmony with the Interstate Commerce Commission in all matters pertaining to railroad accounting and to the steps which have already been taken by this Commission to establish closer cooperation in this and other respects, and it is a pleasure to note that the sentiment of the convention was so strongly in favor of harmonious relations with the Federal Commission in all matters pertaining to corporate regulation.

It is also a matter of interest to note that some 15 States have provided for a more or less complete valuation of railroad properties, and that a number of these are now engaged in making such valuations, which fact may be referred to in this connection as an additional argument in favor of the recommendations already made upon this subject elsewhere in this report.

In conclusion we desire to commend the exceptional zeal and loyalty of the employees of the Commission during the past year. They have responded to the demands of a greatly increased volume of work with a sustained energy and helpfulness which justify special mention.

All of which is respectfully submitted.

MARTIN A. KNAPP.

JUDSON C. CLEMENTS.

CHARLES A. PROUTY.

FRANCIS M. COCKRELL.

FRANKLIN K. LANE.

EDGAR E. CLARK.

JAMES S. HARLAN.

APPENDIX A.

STATEMENT OF APPROPRIATION AND EXPENDITURES AND OF
PERSONS EMPLOYED BY THE COMMISSION.

1907.

STATEMENT OF APPROPRIATION AND EXPENDITURES AND OF PERSONS EMPLOYED BY THE COMMISSION.

STATEMENT OF APPROPRIATION AND AGGREGATE EXPENDITURES FOR THE INTERSTATE COMMERCE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1907.

Sundry civil act, June 30, 1906.—For salaries of Commissioners, as provided by the “act to regulate commerce”	\$37,500.00	
Public resolution, June 30, 1906.—Additional amount for salaries of Commissioners	27,333.36	
For salary of secretary, as provided by the “act to regulate commerce”	3,500.00	\$68,333.36
Sundry civil act, June 30, 1906.—For all other necessary expenditures to enable the Commission to give effect to and execute the provisions of said “act to regulate commerce”	409,000.00	
Public resolution, June 30, 1906.—Additional amount for all other necessary expenditures to enable the Commission to give effect to and execute the provisions of said “act to regulate commerce”	54,263.97	463,263.97
To enable the Interstate Commerce Commission to keep informed regarding compliance with the “act to promote the safety of employees and travelers upon railroads,” approved March 2, 1893, and to enforce the requirements of the said act	85,000.00	
Total		616,597.33
Amounts expended under appropriations for fiscal year 1907:		
As salaries to Commissioners and secretary	68,333.36	
For all other purposes	394,541.53	
Under “safety-appliance act, March 2, 1893”	75,952.37	
Total		538,827.26
Unexpended balance of appropriations, June 30, 1907:		
For all other necessary expenditures	68,722.44	
For “safety-appliance act, March 2, 1893”	9,047.63	77,770.07

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1907.

Salaries of Commissioners and secretary	\$68,333.36
Employees:	
1 statistician, 1 month, at \$291.66 $\frac{2}{3}$ per month	\$291.66
1 assistant secretary, 6 months at \$250 per month and 6 months at \$270.83 $\frac{1}{3}$ per month	3,125.00

Employees—Continued.

1 solicitor, 6 months at \$250 per month and 6 months at \$270.83 $\frac{1}{2}$ per month-----	\$3, 125. 00
1 auditor, 6 months at \$208.33 $\frac{1}{2}$ per month and 6 months at \$229.16 $\frac{2}{3}$ per month-----	2, 625. 00
1 assistant attorney, 6 months at \$208.33 $\frac{1}{2}$ per month, 3 months and 3 days at \$229.16 $\frac{2}{3}$ per month, and attorney, 2 $\frac{1}{2}$ months and 12 days at \$229.16 $\frac{2}{3}$ per month-----	2, 625. 00
1 disbursing clerk, 6 months at \$166.66 $\frac{2}{3}$ per month and 6 months at \$208.33 $\frac{1}{2}$ per month-----	2, 250. 00
1 chief clerk, 6 months at \$166.66 $\frac{2}{3}$ per month and 6 months at \$208.33 $\frac{1}{2}$ per month-----	2, 250. 00
1 law clerk, 6 months at \$166.66 $\frac{2}{3}$ per month, assistant attorney, 3 months and 3 days at \$208.33 $\frac{1}{2}$ per month, and attorney, 2 $\frac{1}{2}$ months and 12 days at \$208.33 $\frac{1}{2}$ per month-----	2, 250. 00
1 confidential clerk, 8 months at \$166.66 $\frac{2}{3}$ per month, assistant attorney, $\frac{1}{2}$ month and 3 days, at \$208.33 $\frac{1}{2}$ per month, and attorney, 2 $\frac{1}{2}$ months and 12 days, at \$208.33 $\frac{1}{2}$ per month-----	2, 062. 50
1 special agent, 6 months, at \$208.33 $\frac{1}{2}$ per month----	1, 250. 00
1 assistant statistician, 6 months at \$166.66 $\frac{2}{3}$ per month and 6 months at \$187.50 per month-----	2, 125. 00
1 assistant auditor, 6 months at \$166.66 $\frac{2}{3}$ per month and 6 months at \$187.50 per month-----	2, 125. 00
2 law clerks, 12 months, at \$166.66 $\frac{2}{3}$ per month----	4, 000. 00
2 confidential clerks, 12 months, at \$166.66 $\frac{2}{3}$ per month -----	4, 000. 00
1 clerk, 12 months, at \$166.66 $\frac{2}{3}$ per month-----	2, 000. 00
1 clerk, 6 months at \$150 per month and 6 months at \$166.66 $\frac{2}{3}$ per month-----	1, 900. 00
1 clerk, 2 $\frac{1}{2}$ months and 9 days, at \$116.66 $\frac{2}{3}$ per month, and confidential clerk, 9 months and 6 days, at \$166.66 $\frac{2}{3}$ per month-----	1, 859. 99
1 confidential clerk, 6 months at \$166.66 $\frac{2}{3}$ per month and 6 months at \$125 per month-----	1, 750. 00
1 official stenographer, 7 $\frac{1}{2}$ months and 7 days at \$125 per month and 4 months and 8 days at \$166.66 $\frac{2}{3}$ per month -----	1, 677. 78
1 clerk, 6 months at \$108.33 $\frac{1}{3}$ per month, 4 $\frac{1}{2}$ months at \$133.33 $\frac{1}{3}$ per month, and confidential clerk, 1 $\frac{1}{2}$ months, at \$166.66 $\frac{2}{3}$ per month-----	1, 500. 00
1 confidential clerk, 6 months and 3 days, at \$166.66 $\frac{2}{3}$ per month-----	1, 016. 67
6 clerks, 6 months at \$133.33 $\frac{1}{3}$ per month and 6 months at \$150 per month-----	10, 200. 00
2 clerks, 6 months at \$125 per month and 6 months at \$150 per month-----	3, 300. 00
1 clerk, 5 months at \$116.66 $\frac{2}{3}$ per month, 2 $\frac{1}{2}$ months and 7 days at \$133.33 $\frac{1}{3}$ per month, and special agent, 3 months and 8 days, at \$150 per month--	1, 437. 77
1 special agent, 3 months and 8 days at \$150 per month -----	490. 00

Employees—Continued.

1 special agent, 2½ months and 8 days, at \$150 per month -----	\$415.00
1 special agent, 11 days, at \$150 per month-----	55.00
2 clerks, 12 months, at \$133.33½ per month-----	3,200.00
2 clerks, 6 months at \$125 per month and 6 months at \$133.33½ per month-----	3,100.00
1 clerk, 5½ months and 14 days at \$125 per month and 6 months at \$133.33½ per month-----	1,545.83
2 clerks, 6 months at \$116.66⅔ per month and 6 months at \$133.33½ per month-----	4,500.00
1 clerk, 11½ months and 14½ days, at \$125 per month	1,497.91
2 clerks, 6 months at \$116.66⅔ per month and 6 months at \$125 per month-----	2,900.00
3 clerks, 6 months at \$108.33½ per month, and 6 months at \$125 per month-----	4,200.00
1 clerk, 11 months and 1 day, at \$125 per month----	1,379.17
1 clerk, 4½ months, at \$125 per month-----	562.50
1 clerk, 1 month and 13 days, at \$125 per month----	179.17
10 clerks, 12 months, at \$116.66⅔ per month-----	14,000.00
2 clerks, 6 months at \$108.33½ per month and 6 months at \$116.66⅔ per month-----	2,700.00
1 clerk, 5½ months and 13 days at \$108.33½ per month and 6 months at \$116.66⅔ per month----	1,342.77
1 clerk, 8½ months at \$100 per month and 3½ months at \$116.66⅔ per month-----	1,258.34
1 clerk, 6 months at \$91.66⅔ per month, and 6 months at \$116.66⅔ per month-----	1,250.00
1 official stenographer, 9 months, at \$116.66⅔ per month -----	1,050.00
1 clerk, 8 months and 14 days, at \$116.66⅔ per month -----	987.77
1 clerk, 3 months and 3 days, at \$116.66⅔ per month	361.67
1 clerk, 2½ months, at \$116.66⅔ per month-----	291.66
1 clerk, 25 days, at \$116.66⅔ per month-----	97.23
1 clerk, 6 days, at \$116.66⅔ per month-----	23.33
18 clerks, 12 months, at \$108.33½ per month-----	23,400.00
1 clerk, 11½ months and 14½ days, at \$108.33½ per month -----	1,298.19
5 clerks, 6 months at \$100 per month and 6 months at \$108.33½ per month-----	6,250.00
1 clerk, 6 months at \$91.66⅔ per month and 6 months at \$108.33½ per month-----	1,200.00
1 clerk, 8½ months, at \$108.33½ per month-----	920.84
1 clerk, 7 months, at \$108.33½ per month-----	758.33
1 clerk, 6½ months and 1 day, at \$108.33½ per month -----	707.78
9 clerks, 12 months, at \$100 per month-----	10,800.00
1 clerk, 11½ months and 11 days, at \$100 per month--	1,186.67
1 clerk, 11½ months and 6 days, at \$100 per month--	1,170.00
4 clerks, 6 months at \$91.66⅔ per month and 6 months at \$100 per month-----	4,600.00
1 clerk, 6½ months at \$91.66⅔ per month and 5½ months at \$100 per month-----	1,145.83

Employees—Continued.

3 clerks, 6 months at \$83.33 $\frac{1}{3}$ per month and 6 months at \$100 per month-----	\$3, 300. 00.
1 clerk, 4 months at \$75 per month, 2 months at \$83.33 $\frac{1}{3}$ per month, and 6 months at \$100 per month -----	1, 066. 67
1 clerk, 5 months and 14 days at \$83. 33 $\frac{1}{3}$ per per month and 6 months at \$100 per month-----	1, 055. 55
1 clerk, 9 months and 6 days, at \$100 per month--	920. 00
1 clerk, 3 months at \$83.33 $\frac{1}{3}$ per month and 6 months at \$100 per month-----	850. 00
1 clerk. 4 $\frac{1}{2}$ months and 5 days, at \$100 per month--	466. 67
1 clerk 3 months and 14 days, at \$100 per month--	346. 67
1 clerk, 3 months and 6 days, at \$100 per month--	320. 00
1 clerk, 2 $\frac{1}{2}$ months and 10 days, at \$100 per month--	283. 33
1 clerk, 2 $\frac{1}{2}$ months and 8 days, at \$100 per month--	276. 67
1 clerk, 2 $\frac{1}{2}$ months and 6 days, at \$100 per month--	270. 00
2 clerks, 2 $\frac{1}{2}$ months and one day, at \$100 per month--	506. 66
1 clerk, 2 $\frac{1}{2}$ months, at \$100 per month-----	250. 00
1 clerk, 2 months and 8 days, at \$100 per month--	226. 67
1 clerk, 1 month and 11 days, at \$100 per month---	136. 67
1 clerk, 1 month, at \$100 per month-----	100. 00
1 clerk, $\frac{1}{2}$ month and 13 days, at \$100 per month--	93. 33
1 clerk, 14 days, at \$100 per month-----	46. 67
5 clerks, 12 months, at \$91.66 $\frac{2}{3}$ per month-----	5, 500. 00
1 clerk, 11 $\frac{1}{2}$ months and 12 $\frac{1}{2}$ days, at \$91.66 $\frac{2}{3}$ per month -----	1, 092. 37
5 clerks, 6 months at \$83.33 $\frac{1}{3}$ per month and 6 months at \$91.66 $\frac{2}{3}$ per month-----	5, 250. 00
1 temporary clerk, 4 months, at \$75 per month, clerk, 2 months at \$75 per month and 6 months at \$91.66 $\frac{2}{3}$ per month-----	1, 000. 00
1 clerk, 5 $\frac{1}{2}$ months at \$75 per month and 6 months at \$91.66 $\frac{2}{3}$ per month-----	997. 50
1 clerk, 3 $\frac{1}{2}$ months and 12 days at \$75 per month and 6 months at \$91.66 $\frac{2}{3}$ per month-----	842.50
1 clerk, 3 $\frac{1}{2}$ months and 4 days at \$75 per month and 6 months at \$91.66 $\frac{2}{3}$ per month-----	822.50
1 clerk, 3 months at \$75 per month and 6 months at \$91.66 $\frac{2}{3}$ per month-----	775.00
1 clerk, 8 months and 7 days, at \$91.66 $\frac{2}{3}$ per month--	754.71
1 clerk, 3 $\frac{1}{2}$ months and 4 days at \$75 per month and 4 $\frac{1}{2}$ months at \$91.66 $\frac{2}{3}$ per month-----	685.00
1 clerk, 4 months, at \$91.66 $\frac{2}{3}$ per month-----	366.67
5 clerks, 12 months, at \$83.33 $\frac{1}{3}$ per month-----	5, 000. 00
1 skilled laborer, 12 months, at \$83.33 $\frac{1}{3}$ per month--	1, 000. 00
2 clerks, 6 months at \$75 per month and 6 months at \$83.33 $\frac{1}{3}$ per month-----	1, 900. 00
1 temporary clerk, 4 months, at \$75 per month, clerk, 2 months at \$75 per month and 6 months at \$83.33 $\frac{1}{3}$ per month-----	950. 00
1 temporary clerk, 6 months, at \$75 per month, and clerk, 6 months, at \$83.33 $\frac{1}{3}$ per month-----	950. 00

Employees—Continued.

1 temporary clerk, 4½ months, at \$75 per month, clerk, 1½ months at \$75 per month and 6 months at \$83.33½ per month-----	\$950.00
1 clerk, 5 months and 5½ days at \$75 per month and 6 months at \$83.33½ per month-----	888.75
1 temporary clerk, 1½ months and 4 days, at \$75 per month, clerk, 2 months at \$75 per month and 6 months at \$83.33½ per month-----	772.50
1 temporary clerk, 1 month and 11 days, at \$75 per month, clerk, 2 months at \$75 per month and 6 months at \$83.33½ per month-----	752.50
1 clerk, 3 months and 3 days at \$75 per month and 6 months at \$83.33½ per month-----	732.50
1 clerk, 14 days at \$75 per month and 6 months at \$83.33½ per month-----	535.00
1 clerk, 10 days at \$75 per month and 6 months at \$83.33½ per month-----	525.00
2 clerks, 5 months and 14 days, at \$83.33½ per month-----	911.12
1 clerk, 5 months and 6 days, at \$83.33½ per month-----	433.34
2 clerks, 5 months, at \$83.33½ per month-----	833.34
1 clerk, ½ month and 7 days at \$75 per month and 5 months at \$83.33½ per month-----	471.67
1 clerk, 7 days at \$75 per month and 5 months at \$83.33½ per month-----	434.17
1 clerk, 4½ months and 4 days, at \$83.33½ per month-----	386.11
1 clerk, 1½ months at \$75 per month and 2 months at \$83.33½ per month-----	279.17
1 clerk, 1½ months and 10 days, at \$83.33½ per month-----	152.78
1 clerk, 1 month, at \$83.33½ per month-----	83.33
1 clerk, ½ month and 13 days, at \$83.33½ per month-----	77.78
1 clerk, 11 days, at \$83.33½ per month-----	30.56
1 temporary clerk, 2½ months, at \$75 per month, and clerk, 9½ months, at \$75 per month-----	900.00
1 temporary clerk, 6½ months, at \$75 per month, and clerk, 5½ months, at \$75 per month-----	900.00
1 temporary clerk, 2½ months, at \$75 per month, and clerk, 3½ months at \$60 per month and 6 months at \$75 per month-----	847.50
2 temporary clerks, 5½ months, at \$75 per month, and clerks, 5 months, at \$75 per month-----	1, 575.00
1 temporary clerk, 7 months and 7 days, at \$75 per month, and clerk, 2 months, at \$75 per month-----	692.50
1 skilled laborer, 6 months at \$70 per month and 6 months at \$75 per month-----	870.00
1 clerk, 8 months and 4 days, at \$75 per month-----	610.00
1 clerk, 8 months, at \$75 per month-----	600.00
1 clerk, 7½ months and 3 days, at \$75 per month-----	570.00
1 clerk, 7 months and 7 days, at \$75 per month-----	542.50
1 clerk, 5½ months and 11 days, at \$75 per month-----	440.00

Employees—Continued.

1 clerk, 5½ months and 7 days, at \$75 per month----	\$430. 00
1 temporary clerk, 2 months, at \$75 per month, and clerk, 1½ months and 3 days at \$75 per month and 1 month and 14 days at \$60 per month-----	358. 00
1 clerk, 3 months and 14 days, at \$75 per month----	260. 00
1 clerk, 3 months, at \$75 per month-----	225. 00
1 clerk, 2½ months and 4 days, at \$75 per month----	197. 50
1 clerk, 14 days, at \$75 per month-----	35. 00
1 clerk, 7 days, at \$75 per month-----	17. 50
1 clerk, 12 months, at \$70 per month-----	840. 00
2 messengers, 12 months, at \$60 per month-----	1, 440. 00
1 watchman, 12 months, at \$60 per month-----	720. 00
1 skilled laborer, 11 months, at \$60 per month-----	660. 00
1 messenger boy, 2 months and 9 days, at \$40 per month, and messenger, 3½ months and 6 days at \$50 per month and 6 months at \$60 per month---	637. 00
1 watchman, 10½ months and 6 days, at \$60 per month -----	642. 00
1 watchman, 5 months and 12 days, at \$60 per month -----	324. 00
1 watchman, 5 months and 10 days, at \$60 per month -----	320. 00
1 telephone operator, 5 months, at \$60 per month--	300. 00
1 watchman, ½ month, at \$60 per month-----	30. 00
1 classified laborer, 12 months, at \$50 per month---	600. 00
1 messenger boy, 6 months at \$40 per month and 6 6 months at \$50 per month-----	540. 00
1 classified laborer, 6½ months at \$40 per month and 5½ months at \$50 per month-----	535. 00
1 foreman laborer, 12 months, at \$45 per month----	540. 00
1 unskilled laborer, 12 months, at \$45 per month---	540. 00
2 messenger boys, 6 months at \$40 per month and 6 months at \$45 per month-----	1, 020. 00
5 unskilled laborers, 12 months, at \$40 per month--	2, 400. 00
1 temporary unskilled laborer, 12 months, at \$40 per month -----	480. 00
1 unskilled laborer, 11½ months and 8 days, at \$40 per month -----	470. 67
1 messenger boy, 12 months, at \$35 per month-----	420. 00
2 unskilled laborers, 12 months, at \$35 per month--	840. 00
1 messenger boy, 10 months, at \$35 per month-----	350. 00
2 messenger boys, 9½ months and 12 days, at \$35 per month -----	693. 00
1 messenger boy, 9 months and 7 days, at \$35 per month -----	323. 17
2 messenger boys, 8 months and 12 days, at \$35 per month -----	588. 00
1 messenger boy, 7 months and 5 days, at \$35 per month -----	250. 83
1 messenger boy, 6½ months and 3 days, at \$35 per month -----	231. 00

Employees—Continued.

1 messenger boy, 4½ months and 11 days, at \$35 per month-----	\$170.33
1 messenger boy, 3 months and 6 days, at \$35 per month-----	112.00
1 messenger boy, 1½ months and 8 days, at \$35 per month-----	61.83
1 messenger boy, 1½ months, at \$35 per month-----	52.50
1 temporary unskilled laborer, 80 days, at \$1.50 per day, and unskilled laborer, 7 months and 11 days, at \$35 per month-----	377.83
1 unskilled laborer, 7 months and 5 days, at \$35 per month-----	250.83
1 temporary unskilled laborer, 80 days, at \$1.50 per day, and unskilled laborer, 5 days, at \$35 per month-----	125.83
4 unskilled laborers, 3½ months and 12 days, at \$20 per month-----	312.00
1 unskilled laborer, 2½ months and 12 days, at \$20 per month-----	58.00
1 unskilled laborer, 2 months and 10 days, at \$20 per month-----	46.67
1 unskilled laborer, ½ month and 13 days, at \$20 per month-----	18.67
1 unskilled laborer, 10 days, at \$20 per month-----	6.67
1 temporary clerk, 11½ months, at \$100 per month--	1,150.00
1 temporary clerk, 4½ months and 9 days, at \$100 per month-----	480.00
1 temporary clerk, 6 months and 3 days, at \$75 per month-----	457.50
1 temporary clerk, 104½ days, at \$4 per day-----	418.00
1 temporary skilled laborer, 66 days, at \$1.75 per day-----	115.50
1 temporary skilled laborer, 61 days, at \$1.75 per day-----	106.75
2 temporary unskilled laborers, 80 days, at \$1.50 per day-----	240.00
1 temporary unskilled laborer, 18 days, at \$1.50 per day-----	27.00
1 temporary unskilled laborer, 17 days, at \$1.50 per day-----	25.50
1 temporary unskilled laborer, 16½ days, at \$1.50 per day-----	24.75
1 special employee, 52 days, at \$5 per day, and 252 days, at \$10 per day-----	2,780.00
Stenography and typewriting:	
1 day, at \$10 per day-----	10.00
2 days, at \$7 per day-----	14.00
2 days, at \$4 per day-----	8.00
1 hour, at \$2 per hour-----	2.00
4½ hours, at \$1 per hour-----	4.25

Stenography and typewriting—Continued.

90 hours, at 40 cents per hour-----	\$36.00
638 pages, at 80 cents per page-----	510.40
10,464 pages, at 50 cents per page-----	5,232.00
8,495 pages, at 45 cents per page-----	3,822.75
1,197 pages, at 40 cents per page-----	478.80
294 pages, at 35 cents per page-----	102.90
817 pages, at 30 cents per page-----	245.10
472½ pages, at 25 cents per page-----	118.12
2,284 pages, at 20 cents per page-----	456.80
1,859 pages, at 15 cents per page-----	278.85
3,053 pages, at 10 cents per page-----	305.30
22 pages, at 8½ cents per page-----	1.83
19 folios, at 15 cents per folio-----	2.85
846 folios, at 10 cents per folio-----	84.60
197 folios, at 5 cents per folio-----	9.85
50 folios, at 2½ cents per folio-----	1.25
	<hr/> \$255, 171.77

Traveling expenses of the Commission from Washington to New York, Boston, Chicago, Kansas City, St. Louis, Omaha, Des Moines, Topeka, Denver, Salt Lake City, Portland, Spokane, Milwaukee, St. Paul, Minneapolis, Augusta, Macon, Little Rock, Muskogee, Louisville, at divers times, and to Philadelphia, Roanoke, Knoxville, Memphis, Oklahoma City, McAlester, Indianapolis, Evansville, Cincinnati, Columbus, Toledo, Cedar Rapids, Wichita, Amarillo, Fort Worth, Pueblo, Glenwood, Ogden, San Francisco, Santa Barbara, Los Angeles, Ventura, Tacoma, Seattle, Duluth:

Railroad fares and accommodations while traveling, transportation of baggage, and bus fares-----	15,494.94
Hotel bills and meals en route-----	10,811.73
Stationery, extra clerks, and messenger service----	507.29
	<hr/> 26,813.96

Rent of offices, second, third, fifth, sixth, seventh, eighth, and ninth floors, 4 rooms on fourth floor, 2 rooms on first floor, and cellar of American Bank Building, 1317 F Street NW., and third, fourth, fifth, and sixth floors of building, 1307-1309 G street NW., and fourth floor, 3 rooms on second floor, 2 rooms on third floor, and 2 rooms in basement, of Epiphany Building, 1311 G street NW., and basement under premises, 1334 F street NW. (this charge includes heating, elevator and water service)----- 19,320.00 |

Desks, chairs, tables, bookcases and filing cases, typewriters, etc----	16,858.18
Stationery -----	7,651.53
Printing -----	412.50
Books and periodicals-----	1,376.79
Counsel -----	27,220.60
Special services-----	25,624.18
Witness fees-----	3,712.50
Telegrams-----	2,582.22
Incidental expenses-----	8,457.30

Safety appliances:

1 inspector clerk, 6 months at \$125 per month and 6 months at \$150 per month-----	\$1, 650. 00
17 inspectors, 12 months, at \$125 per month-----	25, 500. 00
1 inspector, 11 months and 19 days, at \$125 per month-----	1, 454. 17
1 inspector, 11 months and 9 days, at \$125 per month-----	1, 412. 50
1 clerk, 6 months at \$108.33 $\frac{1}{3}$ per month and 6 months at \$125 per month-----	1, 400. 00
1 clerk, 11 months, at \$100 per month-----	1, 100. 00
1 clerk, 7 months and 24 days at \$100 per month and 1 month at \$116.66 $\frac{2}{3}$ per month-----	896. 67
1 clerk, 9 months, at \$75 per month-----	675. 00
1 clerk, 1 $\frac{1}{2}$ months and 13 $\frac{1}{2}$ days, at \$75 per month--	146. 25
Traveling expenses-----	38, 510. 36
Incidental expenses-----	3, 207. 42
	<hr/> \$75, 952. 37
<hr/>	
Total amount of expenditures from July 1, 1906, to June 30, 1907-----	538, 827. 26

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1907.

Name.	Office.	Whence appointed.	Time employed.	Per month.
Henry C. Adams.....	Statistician.....	Michigan.....	1 month.....	\$291.66½
Martin S. Decker.....	Assistant secretary..	New York.....	6 months.....	250.00
Do.....	do.....	do.....	do.....	270.83½
Lewellyn A. Shaver....	Solicitor.....	Alabama.....	do.....	250.00
Do.....	do.....	do.....	do.....	270.83½
Jesse M. Smith.....	Auditor.....	do.....	do.....	208.33½
Do.....	do.....	do.....	do.....	229.16½
Patrick J. Farrell.....	Assistant attorney..	Vermont.....	do.....	208.33½
Do.....	do.....	do.....	3 months 3 days...	229.16½
Do.....	Attorney.....	do.....	2½ months 12 days..	229.16½
H. S. Milstead.....	Disbursing clerk.....	Virginia.....	6 months.....	166.66½
Do.....	do.....	do.....	do.....	208.33½
William H. Connolly....	Chief clerk.....	North Dakota.....	do.....	166.66½
Do.....	do.....	do.....	do.....	208.33½
Luther M. Walter.....	Law clerk.....	Kentucky.....	do.....	166.66½
Do.....	Assistart attorney...	do.....	3 months 3 days...	208.33½
Do.....	Attorney.....	do.....	2½ months 12 days..	208.33½
John H. Marble.....	Confidential clerk.....	California.....	8 months.....	166.66½
Do.....	Assistant attorney..	do.....	½ month 3 days.....	208.33½
Do.....	Attorney.....	do.....	2½ months 12 days..	208.33½
John T. Marchand.....	Special agent.....	Pennsylvania.....	6 months.....	208.33½
Walter E. Burleigh....	Assistant statistician.	New Hampshire.....	do.....	166.66½
Do.....	do.....	do.....	do.....	187.50
George T. Roberts.....	Assistant auditor....	Vermont.....	do.....	166.66½
Do.....	do.....	do.....	do.....	187.50
Henry Talbott.....	Law clerk.....	Illinois.....	1 year.....	166.66½
Samuel W. Briggs.....	do.....	Iowa.....	do.....	166.66½
Ward Prouty.....	Confidential clerk.....	Vermont.....	do.....	166.66½
Allen V. Cockrell.....	do.....	Missouri.....	do.....	166.66½
Livingston Vann.....	Clerk.....	Florida.....	do.....	166.66½
Edward L. Pugh.....	do.....	Alabama.....	6 months.....	150.00
Do.....	do.....	do.....	do.....	166.66½
Charles F. Gerry.....	do.....	Maryland.....	2½ months 9 days...	116.66½
Do.....	Confidential clerk.....	do.....	9 months 6 days...	166.66½
William McCambridge..	do.....	Illinois.....	6 months.....	166.66½
Do.....	do.....	do.....	do.....	125.00
John J. McAuliffe.....	Official stenographer.	District of Columbia..	7½ months 7 days...	125.00
Do.....	do.....	do.....	4 months 8 days...	166.66½
Charles D. Drayton....	Clerk.....	South Carolina.....	6 months.....	108.33½
Do.....	do.....	do.....	4½ months.....	133.33½
Do.....	Confidential clerk.....	do.....	1½ months.....	166.66½
John S. Burchmore.....	do.....	Illinois.....	6 months 3 days...	166.66½
Robert F. McMillan....	Clerk.....	Indiana.....	6 months.....	133.33½
Do.....	do.....	do.....	do.....	150.00
Robert G. Batten.....	do.....	Georgia.....	do.....	133.33½
Do.....	do.....	do.....	do.....	150.00
Bloom D. Chapman.....	do.....	New York.....	do.....	133.33½
Do.....	do.....	do.....	do.....	150.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1907—
Continued.

Name.	Office.	Whence appointed.	Time employed.	Per month.
George M. Crosland.....	Clerk.....	South Carolina.....	6 months.....	\$133.33½
Do.....	do.....	do.....	do.....	150.00
Raymond Loran.....	do.....	Iowa.....	do.....	133.33½
Do.....	do.....	do.....	do.....	150.00
Jack F. Moss.....	do.....	Mississippi.....	do.....	133.33½
Do.....	do.....	do.....	do.....	150.00
J. Howard Fishback.....	do.....	District of Columbia.....	do.....	125.00
Do.....	do.....	do.....	do.....	150.00
Alfred Holmead.....	do.....	do.....	do.....	125.00
Do.....	do.....	do.....	do.....	150.00
Silas H. Smith.....	do.....	Kentucky.....	5 months.....	116.66½
Do.....	do.....	do.....	2½ months 7 days.....	133.33½
Do.....	Special agent.....	do.....	3 months 8 days.....	150.00
Ralph M. McKenzie.....	do.....	Wisconsin.....	do.....	150.00
Jacob E. Conner.....	do.....	Iowa.....	2½ months 8 days.....	150.00
Lawrence B. Johnson.....	do.....	North Carolina.....	11 days.....	150.00
Daniel M. Wood.....	Clerk.....	New York.....	1 year.....	133.33½
Harry C. Robinson.....	do.....	Vermont.....	do.....	133.33½
Edward M. Graney.....	do.....	New York.....	6 months.....	125.00
Do.....	do.....	do.....	do.....	133.33½
Thomas Jackson.....	do.....	do.....	do.....	125.00
Do.....	do.....	do.....	do.....	133.33½
Ervin C. Bowen.....	do.....	District of Columbia.....	5½ months 14 days.....	125.00
Do.....	do.....	do.....	6 months.....	133.33½
William A. King.....	do.....	New York.....	do.....	116.66½
Do.....	do.....	do.....	do.....	133.33½
Duncan L. Richmond.....	do.....	District of Columbia.....	do.....	116.66½
Do.....	do.....	do.....	do.....	133.33½
Eugene L. Gaddess.....	do.....	Virginia.....	do.....	116.66½
Do.....	do.....	do.....	do.....	133.33½
R. Wirt Washington.....	do.....	do.....	11½ months 14½ days.....	125.00
John S. Walker.....	do.....	Iowa.....	6 months.....	116.66½
Do.....	do.....	do.....	do.....	125.00
Montgomery Cumming.....	do.....	Georgia.....	do.....	116.66½
Do.....	do.....	do.....	do.....	125.00
George Q. Houlehan.....	do.....	Maine.....	do.....	108.33½
Do.....	do.....	do.....	do.....	125.00
Leonard E. Schellberg.....	do.....	Hawaii.....	do.....	108.33½
Do.....	do.....	do.....	do.....	125.00
Frank C. Stratton.....	do.....	Kansas.....	do.....	108.33½
Do.....	do.....	do.....	do.....	125.00
James L. Murphy.....	do.....	Louisiana.....	11 months 1 day.....	125.00
Harry S. Garner.....	do.....	Pennsylvania.....	4½ months.....	125.00
Fred W. Sweney.....	do.....	Missouri.....	1 month 13 days.....	125.00
J. Fletcher Johnston.....	do.....	Kentucky.....	1 year.....	116.66½
John A. Shearer.....	do.....	Pennsylvania.....	do.....	116.66½
John F. Dwyer.....	do.....	Massachusetts.....	do.....	116.66½
Michael Hays Perry.....	do.....	New Jersey.....	do.....	116.66½
Joseph G. Blount.....	do.....	Georgia.....	do.....	116.66½
James C. Jemison.....	do.....	Delaware.....	do.....	116.66½
Jesse D. Newton.....	do.....	Iowa.....	do.....	116.66½
Henry A. Dwight.....	do.....	do.....	do.....	116.66½
James S. Fitzhugh.....	do.....	Texas.....	do.....	116.66½
E. B. Elson.....	do.....	Nebraska.....	do.....	116.66½

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1907—
Continued.

Name.	Office.	Whence appointed.	Time employed.	Per month.
Henry E. Kondrup.....	Clerk.....	District of Columbia..	6 months.....	\$108.33½
Do.....	do.....	do.....	do.....	116.66½
Ross D. Rynder.....	do.....	Pennsylvania.....	do.....	108.33½
Do.....	do.....	do.....	do.....	116.66½
James R. Pipes.....	do.....	West Virginia.....	5½ months 13 days..	108.33½
Do.....	do.....	do.....	6 months.....	116.66½
Leroy Stafford Boyd..	do.....	Louisiana.....	8½ months.....	100.00
Do.....	do.....	do.....	3½ months.....	116.66½
W. E. Baker.....	do.....	Iowa.....	6 months.....	91.66½
Do.....	do.....	do.....	do.....	116.66½
Frank M. Young.....	Official stenographer.	Pennsylvania.....	9 months.....	116.66½
Silas C. Robb.....	Clerk.....	Kansas.....	8 months 14 days..	116.66½
James H. Dorman, jr..	do.....	Kentucky.....	3 months 3 days.....	116.66½
John M. Gitterman.....	do.....	New York.....	2½ months.....	116.66½
John H. Nelson.....	do.....	Virginia.....	25 days.....	116.66½
John H. Clipper.....	do.....	Maryland.....	6 days.....	116.66½
Robert E. Lewis.....	do.....	District of Columbia..	1 year.....	108.33½
Edward B. Blizzard.....	do.....	West Virginia.....	do.....	108.33½
Louis W. Perkins.....	do.....	Louisiana.....	do.....	108.33½
George O. Boal.....	do.....	Pennsylvania.....	do.....	108.33½
J. J. Lewis.....	do.....	Colorado.....	do.....	108.33½
Hart P. Grigsby.....	do.....	Kentucky.....	do.....	108.33½
Archibald H. Davis.....	do.....	North Carolina.....	do.....	108.33½
Charles H. Young.....	do.....	Missouri.....	do.....	108.33½
Samuel D. Sterne.....	do.....	Iowa.....	do.....	108.33½
Zeb. Vance Harris.....	do.....	North Carolina.....	do.....	108.33½
George I. Thomas.....	do.....	Georgia.....	do.....	108.33½
John C. C. Patterson..	do.....	Maryland.....	do.....	108.33½
William F. Craig.....	do.....	Pennsylvania.....	do.....	108.33½
William C. Swain.....	do.....	District of Columbia..	do.....	108.33½
Charles S. Rockwood..	do.....	Massachusetts.....	do.....	108.33½
John H. Anderson.....	do.....	Indiana.....	do.....	108.33½
Carlton R. Willett.....	do.....	Texas.....	do.....	108.33½
Pearson F. Marsh.....	do.....	Ohio.....	do.....	108.33½
John H. Tilton.....	do.....	New Jersey.....	11½ months 14½ days.	108.33½
Walter W. Scott.....	do.....	Virginia.....	6 months.....	100.00
Do.....	do.....	do.....	do.....	108.33½
George Stevens.....	do.....	Colorado.....	do.....	100.00
Do.....	do.....	do.....	do.....	108.33½
Lorin C. Nelson.....	do.....	North Dakota.....	do.....	100.00
Do.....	do.....	do.....	do.....	108.33½
Wilbur H. Peter.....	do.....	Tennessee.....	do.....	100.00
Do.....	do.....	do.....	do.....	108.33½
Herman Felter.....	do.....	Kentucky.....	do.....	100.00
Do.....	do.....	do.....	do.....	108.33½
A. M. Hartsfield.....	do.....	Georgia.....	do.....	91.66½
Do.....	do.....	do.....	do.....	108.33½
Frederick P. Russell..	do.....	Massachusetts.....	8½ months.....	108.33½
William R. England.....	do.....	Virginia.....	7 months.....	108.33½
Eugene K. Guilford.....	do.....	District of Columbia..	6½ months 1 day.....	108.33½
Bennet C. Taliaferro..	do.....	Tennessee.....	1 year.....	100.00
Arthur F. Rudolph.....	do.....	South Dakota.....	do.....	100.00
W. J. Lester Sis.....	do.....	District of Columbia..	do.....	100.00
Andrew Denham.....	do.....	Florida.....	do.....	100.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1907—

Continued.

Name.	Office.	Whence appointed.	Time employed.	Per month.
Richard F. DeLacy	Clerk	New York	1 year	\$100.00
James H. Lewis	do	District of Columbia	do	100.00
John C. Léger	do	Mississippi	do	100.00
George A. Petteys	do	Illinois	do	100.00
J. Chester Wilfong	do	Maryland	do	100.00
William S. Hardesty	do	Indiana	11½ months 11 days	100.00
John B. Lybrook	do	Virginia	11½ months 6 days	100.00
Henry J. Conyngton	do	Texas	6 months	91.66½
Do	do	do	do	100.00
Clare R. Hughes	do	Indian Territory	do	91.66½
Do	do	do	do	100.00
Robert S. Pierson	do	Hawaii	do	91.66½
Do	do	do	do	100.00
Warren H. Wagner	do	Pennsylvania	do	91.66½
Do	do	do	do	100.00
J. Ward Eicher	do	do	6½ months	91.66½
Do	do	do	5½ months	100.00
Nelson B. Bell	do	Porto Rico	6 months	83.33½
Do	do	do	do	100.00
Hampton W. Riley	do	do	do	83.33½
Do	do	do	do	100.00
Harry H. Little	do	Indian Territory	do	83.33½
Do	do	do	do	100.00
Thad. E. Ragsdale	do	Pennsylvania	4 months	75.00
Do	do	do	2 months	83.33½
Do	do	do	6 months	100.00
Archibald H. Morrow	do	Oregon	5 months 14 days	83.33½
Do	do	do	6 months	100.00
John S. Copeland	do	Arkansas	9 months 6 days	100.00
Robert R. Brott	do	District of Columbia	3 months	83.33½
Do	do	do	6 months	100.00
Daniel L. Ferdon	do	New Jersey	4½ months 5 days	100.00
Fontaine L. Carswell	do	Georgia	3 months 14 days	100.00
Charles F. Yauch	do	Ohio	3 months 6 days	100.00
Jean Paul Muller	do	Maryland	2½ months 10 days	100.00
J. C. Harraman	do	Ohio	2½ months 8 days	100.00
John J. Crowley	do	Colorado	2½ months 6 days	100.00
Spencer E. Burk	do	Illinois	2½ months 1 day	100.00
Francis C. Wallace	do	Georgia	do	100.00
C. R. Marshall	do	District of Columbia	2½ months	100.00
J. H. Nall	do	Georgia	2 months 8 days	100.00
J. E. Baker	do	Wisconsin	1 month 11 days	100.00
Richard V. Pitt	do	Virginia	1 month	100.00
John J. Quill	do	Indiana	½ month 13 days	100.00
J. E. Kidwell	do	Virginia	14 days	100.00
Calvin A. Mathes	do	Tennessee	1 year	91.66½
William A. Cox	do	do	do	91.66½
T. Wingfield Bullock	do	Kentucky	do	91.66½
Laurence J. McGee	do	Maryland	do	91.66½
William G. Willige	do	District of Columbia	do	91.66½
William J. Davis	do	do	11½ months 12½ days	91.66½
Charles F. Fuller	do	New York	6 months	83.33½
Do	do	do	do	91.66½

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1907—
Continued.

Name.	Office.	Whence appointed.	Time employed.	Per month.
Alvin S. Callahan.....	Clerk.....	Texas.....	6 months.....	\$83.33½
Do.....	do.....	do.....	do.....	91.66½
Walter A. McMillan.....	do.....	South Carolina.....	do.....	83.33½
Do.....	do.....	do.....	do.....	91.66½
William T. Parrott.....	do.....	Georgia.....	do.....	83.33½
Do.....	do.....	do.....	do.....	91.66½
Paul E. Huettner.....	do.....	Tennessee.....	do.....	83.33½
Do.....	do.....	do.....	do.....	91.66½
Robert H. Turner.....	Temporary clerk.....	Virginia.....	4 months.....	75.00
Do.....	do.....	do.....	2 months.....	75.00
Do.....	Clerk.....	do.....	6 months.....	91.66½
Charles M. Bardwell.....	do.....	Minnesota.....	5½ months 14 days.....	75.00
Do.....	do.....	do.....	6 months.....	91.66½
George V. Lovering.....	do.....	Massachusetts.....	3½ months 12 days.....	75.00
Do.....	do.....	do.....	6 months.....	91.66½
Frank W. White.....	do.....	Illinois.....	3½ months 4 days.....	75.00
Do.....	do.....	do.....	6 months.....	91.66½
John C. Dyer.....	do.....	Ohio.....	3 months.....	75.00
Do.....	do.....	do.....	6 months.....	91.66½
Abram P. Worthington.....	do.....	do.....	8 months 7 days.....	91.66½
Ernest E. Briscoe.....	do.....	Montana.....	3½ months 4 days.....	75.00
Do.....	do.....	do.....	4½ months.....	91.66½
Eugene Merritt.....	do.....	New York.....	4 months.....	91.66½
C. W. Kendall.....	do.....	Colorado.....	1 year.....	83.33½
Charles F. Ford.....	Skilled laborer.....	New York.....	do.....	83.33½
Ira B. Conkling.....	Clerk.....	Missouri.....	do.....	83.33½
George B. Edwards.....	do.....	Porto Rico.....	do.....	83.33½
Claude E. Koss.....	do.....	District of Columbia.....	do.....	83.33½
William P. Bartel.....	do.....	Wisconsin.....	do.....	83.33½
Frank E. Watson, jr.....	do.....	do.....	6 months.....	75.00
Do.....	do.....	do.....	do.....	83.33½
Edward Dillon.....	do.....	California.....	do.....	75.00
Do.....	do.....	do.....	do.....	83.33½
Ralph Koontz.....	Temporary clerk.....	Ohio.....	4 months.....	75.00
Do.....	Clerk.....	do.....	2 months.....	75.00
Do.....	do.....	do.....	6 months.....	83.33½
James S. Payne.....	Temporary clerk.....	District of Columbia.....	4½ months.....	75.00
Do.....	Clerk.....	do.....	1½ months.....	75.00
Do.....	do.....	do.....	6 months.....	83.33½
Stacy H. Myers.....	Temporary clerk.....	do.....	do.....	75.00
Do.....	Clerk.....	do.....	do.....	83.33½
Joseph S. Moss.....	do.....	Vermont.....	5 months 5½ days.....	75.00
Do.....	do.....	do.....	6 months.....	83.33½
Shirley N. Mills.....	Temporary clerk.....	Minnesota.....	1½ months 4 days.....	75.00
Do.....	Clerk.....	do.....	2 months.....	75.00
Do.....	do.....	do.....	6 months.....	83.33½
Edwin C. Blanchard.....	Temporary clerk.....	Virginia.....	1 month 11 days.....	75.00
Do.....	Clerk.....	do.....	2 months.....	75.00
Do.....	do.....	do.....	6 months.....	83.33½
James H. Anderson.....	do.....	Idaho.....	3 months 3 days.....	75.00
Do.....	do.....	do.....	6 months.....	83.33½
Henry J. Wolff.....	do.....	New York.....	14 days.....	75.00
Do.....	do.....	do.....	6 months.....	83.33½

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1907—
Continued.

Name.	Office.	Whence appointed.	Time employed.	Per month.
Homer H. McAnelly.....	Clerk.....	Missouri.....	10 days.....	\$75.00
Do.....	do.....	do.....	6 months.....	83.33½
Frederick R. Eddy.....	do.....	New York.....	5 months 14 days..	83.33½
Isidore J. Shulte.....	do.....	Wisconsin.....	do.....	83.33½
A. V. Swanberg.....	do.....	Montana.....	5 months 6 days..	83.33½
I. P. Henderson.....	do.....	Georgia.....	5 months.....	83.33½
George H. Koon.....	do.....	Ohio.....	do.....	83.33½
Charles A. Heiss.....	do.....	Pennsylvania.....	4½ months 4 days..	83.33½
Conrad W. Pfrimmer.....	do.....	Indiana.....	½ month 7 days....	75.00
Do.....	do.....	do.....	5 months.....	83.33½
Frederick F. Ring.....	do.....	Massachusetts.....	7 days.....	75.00
Do.....	do.....	do.....	5 months.....	83.33½
John E. Holliday.....	do.....	Illinois.....	1½ months.....	75.00
Do.....	do.....	do.....	2 months.....	83.33½
Samuel D. Schindler.....	do.....	District of Columbia..	1½ months 10 days..	83.33½
Ulysses Butler.....	do.....	Pennsylvania.....	1 month.....	83.33½
Herbert W. Archer.....	do.....	New York.....	½ month 13 days....	83.33½
Morris W. Knowlton.....	do.....	Porto Rico.....	11 days.....	83.33½
Paul L. Hallam.....	Temporary clerk.....	Michigan.....	2½ months.....	75.00
Do.....	Clerk.....	do.....	9½ months.....	75.00
Richard G. Taylor.....	Temporary clerk.....	Minnesota.....	6½ months.....	75.00
Do.....	Clerk.....	do.....	5½ months.....	75.00
Edgar M. Ebert.....	Temporary clerk.....	District of Columbia..	2½ months.....	75.00
Do.....	Clerk.....	do.....	3½ months.....	60.00
Do.....	do.....	do.....	6 months.....	75.00
Ollie M. Butler.....	Temporary clerk.....	Texas.....	5½ months.....	75.00
Do.....	Clerk.....	do.....	5 months.....	75.00
Robert S. Campbell.....	Temporary clerk.....	North Carolina.....	5½ months.....	75.00
Do.....	Clerk.....	do.....	5 months.....	75.00
Edward F. Linkins.....	Temporary clerk.....	Virginia.....	7 months 7 days....	75.00
Do.....	Clerk.....	do.....	2 months.....	75.00
Charles F. Forsyth.....	Skilled laborer.....	Iowa.....	6 months.....	70.00
Do.....	do.....	do.....	do.....	75.00
Daniel J. Brown.....	Clerk.....	North Carolina.....	8 months 4 days....	75.00
George E. Richards.....	do.....	Texas.....	8 months.....	75.00
Lawrence A. Pyle.....	do.....	Maryland.....	7½ months 3 days..	75.00
Earl W. Wiseman.....	do.....	Texas.....	7 months 7 days....	75.00
Wilbur Jarvis.....	do.....	Hawaii.....	5½ months 11 days..	75.00
Gilbert I. Jackson.....	do.....	New York.....	5½ months 7 days....	75.00
Henry A. Works.....	Temporary clerk.....	do.....	2 months.....	75.00
Do.....	Clerk.....	do.....	1 month 14 days....	60.00
Do.....	do.....	do.....	1½ months 3 days....	75.00
Monroe C. List.....	do.....	West Virginia.....	3 months 14 days....	75.00
Morris H. Konigsberg..	do.....	Georgia.....	3 months.....	75.00
Ferdinand D. Davison..	do.....	Virginia.....	2½ months 4 days....	75.00
David S. Cowan.....	do.....	South Carolina.....	14 days.....	75.00
John J. Hickey.....	do.....	New York.....	7 days.....	75.00
M. D. L. Harden.....	do.....	Kansas.....	1 year.....	70.00
Frank M. Hall.....	Messenger.....	Pennsylvania.....	do.....	60.00
John A. Lawless.....	do.....	District of Columbia..	do.....	60.00
Daniel W. Moore.....	Watchman.....	Alabama.....	do.....	60.00
Marshall T. Hyer.....	Skilled laborer.....	Illinois.....	11 months.....	60.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1907—
Continued.

Name.	Office.	Whence appointed.	Time employed.	Per month.
John B. Switzer.....	Messenger boy.....	West Virginia.....	2 months 9 days.....	\$40.00
Do.....	Messenger.....	do.....	3½ months 6 days...	50.00
Do.....	do.....	do.....	6 months.....	60.00
Joshua A. Harmon.....	Watchman.....	Mississippi.....	10½ months 6 days..	60.00
William T. Conray.....	do.....	District of Columbia..	5 months 12 days...	60.00
Henry Lavery.....	do.....	Ohio.....	5 months 10 days...	60.00
E. F. Hayward.....	Telephone operator...	District of Columbia..	5 months.....	60.00
William R. Housholder..	Watchman.....	Pennsylvania.....	½ month.....	60.00
Thomas H. Robinson...	Laborer.....	District of Columbia..	1 year.....	50.00
Charles T. Cotterill....	Messenger boy.....	Michigan.....	6 months.....	40.00
Do.....	do.....	do.....	do.....	50.00
George T. Ward.....	Laborer.....	District of Columbia..	6½ months.....	40.00
Do.....	do.....	do.....	5½ months.....	50.00
Henry Cissel.....	Foreman laborer.....	do.....	1 year.....	45.00
James A. Dove.....	Unskilled laborer.....	do.....	do.....	45.00
William R. Brennan...	Messenger boy.....	Wisconsin.....	6 months.....	40.00
Do.....	do.....	do.....	do.....	45.00
Edgar Bittinger.....	do.....	Pennsylvania.....	do.....	40.00
Do.....	do.....	do.....	do.....	45.00
Cary A. Johnson.....	Unskilled laborer....	District of Columbia..	1 year.....	40.00
Robert H. Wilkinson...	do.....	do.....	do.....	40.00
Charles H. Fennell.....	do.....	North Carolina.....	do.....	40.00
Todd Mozee.....	do.....	Illinois.....	do.....	40.00
Daniel E. Brewer.....	do.....	Indiana.....	do.....	40.00
Franklin E. Dove.....	Temporary unskilled laborer.	District of Columbia..	do.....	40.00
Nelson Arnold.....	Unskilled laborer....	North Carolina.....	11½ months 8 days..	40.00
Harry J. Barnholt.....	Messenger boy.....	Pennsylvania.....	1 year.....	35.00
Frank A. Fisher.....	Unskilled laborer....	District of Columbia..	do.....	35.00
Frederick Dockett.....	do.....	do.....	do.....	35.00
James P. O'Connor.....	Messenger boy.....	do.....	10 months.....	35.00
William J. Cady.....	do.....	Kentucky.....	9½ months 12 days..	35.00
Leon D. Lamb.....	do.....	Ohio.....	do.....	35.00
Cyril J. Stormont.....	do.....	District of Columbia..	9 months 7 days...	35.00
Raymond R. Cheshire...	do.....	Georgia.....	8 months 12 days...	35.00
William A. Kane.....	do.....	New Jersey.....	do.....	35.00
Harold A. Kluge.....	do.....	Pennsylvania.....	7 months 5 days...	35.00
Stanley R. De Pue.....	do.....	do.....	6½ months 3 days...	35.00
Joseph A. Connolly....	do.....	New York.....	4½ months 11 days..	35.00
George McCauley.....	do.....	Kentucky.....	3 months 6 days...	35.00
Edward L. Cooley.....	do.....	New York.....	1½ months 8 days...	35.00
George H. Peniston, jr..	do.....	Alabama.....	1½ months.....	35.00
Rollie Gooden.....	Unskilled laborer....	Virginia.....	7 months 5 days...	35.00
Daniel W. Brooks.....	Temporary unskilled laborer.	District of Columbia..	80 days.....	p.d. 1.50
Do.....	Unskilled laborer....	do.....	7 months 11 days...	35.00
Charles Phillip Willis..	Temporary unskilled laborer.	do.....	80 days.....	p.d. 1.50
Do.....	Unskilled laborer....	do.....	5 days.....	35.00
Sarah E. Bowie.....	do.....	do.....	3½ months 12 days..	20.00
Sarah G. Hicks.....	do.....	do.....	do.....	20.00
Julia Washington.....	do.....	Virginia.....	do.....	20.00

CLERICAL FORCE OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1907—
Continued.

Name.	Office.	Whence appointed.	Time employed.	Per month.
Mamie Simington.....	Unskilled laborer....	Virginia.....	3½ months 12 days..	\$20.00
Lillian P. Wiley.....	do.....	District of Columbia..	2½ months 12 days..	20.00
Frances McGaha.....	do.....	Mississippi.....	2 months 10 days...	20.00
Laura V. Brooklyn.....	do.....	Maryland.....	½ month 13 days....	20.00
Queen V. Coalman.....	do.....	do.....	10 days.....	20.00
W. C. Sanford.....	Temporary clerk....	Michigan.....	11½ months.....	100.00
Bronte A. Reynolds.....	do.....	Illinois.....	4½ months 9 days..	100.00
Sacks Bricker.....	do.....	District of Columbia..	6 months 3 days....	75.00
S. L. Lupton.....	do.....	Virginia.....	104½ days.....	p.d. 4.00
William J. Meyers.....	Special employee....	Colorado.....	52 days.....	p.d. 5.00
Do.....	do.....	do.....	252 days.....	p.d.10.00
Thomas Hall.....	Temporary unskilled laborer.	Maryland.....	80 days.....	p.d. 1.50
Edward D. George.....	do.....	North Carolina.....	do.....	p.d. 1.50
George H. Lewis.....	Temporary skilled laborer.	District of Columbia..	66 days.....	p.d. 1.75
James A. Henson.....	do.....	do.....	61 days.....	p.d. 1.75
Robert Andrews.....	Temporary unskilled laborer.	do.....	18 days.....	p.d. 1.50
John A. Hamilton.....	do.....	do.....	17 days.....	p.d. 1.50
George Colbert.....	do.....	do.....	16½ days.....	p.d. 1.50
Wilfred P. Borland.....	Inspector clerk.....	Washington.....	6 months.....	125.00
Do.....	do.....	do.....	do.....	150.00
J. W. Watson.....	Inspector.....	New York.....	1 year.....	125.00
Frank C. Smith.....	do.....	Michigan.....	do.....	125.00
Richard R. Cullinane.....	do.....	Mississippi.....	do.....	125.00
W. R. Wright.....	do.....	Missouri.....	do.....	125.00
H. K. Swasey.....	do.....	Massachusetts.....	do.....	125.00
James E. Jones.....	do.....	Illinois.....	do.....	125.00
James J. Coutts.....	do.....	Ohio.....	do.....	125.00
C. F. Merrill.....	do.....	Wisconsin.....	do.....	125.00
George E. Starbird.....	do.....	Illinois.....	do.....	125.00
James A. Lawson.....	do.....	Texas.....	do.....	125.00
John F. Ensign.....	do.....	Colorado.....	do.....	125.00
J. H. Stricklan.....	do.....	Minnesota.....	do.....	125.00
Burt C. Craig.....	do.....	New York.....	do.....	125.00
Austin F. Duffy.....	do.....	Pennsylvania.....	do.....	125.00
George B. Winter.....	do.....	Utah.....	do.....	125.00
Elbridge L. Gibbs.....	do.....	Texas.....	do.....	125.00
Henry Kirch.....	do.....	New Mexico.....	do.....	125.00
Hiram W. Belnap.....	do.....	Illinois.....	11 months 19 days..	125.00
Albert H. Hawley.....	do.....	New York.....	11 months 9 days...	125.00
Richmond F. Bingham. Clerk.	do.....	New Hampshire.....	6 months.....	108.33½
Do.....	do.....	do.....	do.....	125.00
Ulysses Butler.....	do.....	Pennsylvania.....	11 months.....	100.00
John M. Gitterman.....	do.....	New York.....	7 months 24 days...	100.00
Do.....	do.....	do.....	1 month.....	116.66⅔
Morris H. Konigsberg.....	do.....	Georgia.....	9 months.....	75.00
Monroe C. List.....	do.....	West Virginia.....	1½ months 13½ days.	75.00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1907.

Name.	Office.	Whence appointed.	Salary per annum.
Lewellyn A. Shaver.....	Solicitor.....	Alabama.....	\$3,500.00
Patrick J. Farrell.....	Attorney.....	Vermont.....	3,000.00
Jesse M. Smith.....	Auditor.....	Alabama.....	2,750.00
William H. Connolly.....	Chief clerk.....	North Dakota.....	2,750.00
Luther M. Walter.....	Attorney.....	Kentucky.....	2,750.00
John H. Marble.....	do.....	California.....	2,750.00
H. S. Milstead.....	Disbursing clerk.....	Virginia.....	2,500.00
Walter E. Burleigh.....	Assistant statistician.....	New Hampshire.....	2,500.00
George T. Roberts.....	Assistant auditor.....	Vermont.....	2,500.00
Albion L. Headburg.....	Special examiner.....	Illinois.....	2,500.00
George N. Brown.....	Attorney.....	do.....	2,500.00
George S. Seymour.....	Special examiner.....	New York.....	2,500.00
Clifton F. Balch.....	do.....	Illinois.....	2,500.00
William P. Bird.....	do.....	New York.....	2,500.00
William E. Lamb.....	Attorney.....	Iowa.....	2,500.00
James Edgar Smith.....	do.....	District of Columbia.....	2,500.00
Frank Lyon.....	do.....	Virginia.....	2,500.00
Charles D. Drayton.....	do.....	South Carolina.....	2,500.00
J. Howard Fishback.....	Chief of division.....	District of Columbia.....	2,250.00
Henry Talbott.....	Law clerk.....	Illinois.....	2,000.00
Samuel W. Briggs.....	do.....	Iowa.....	2,000.00
Ward Prouty.....	Confidential clerk.....	Vermont.....	2,000.00
Allen V. Cockrell.....	do.....	Missouri.....	2,000.00
Livingston Vann.....	Clerk.....	Florida.....	2,000.00
Charles F. Gerry.....	Confidential clerk.....	Maryland.....	2,000.00
John S. Burchmore.....	do.....	Illinois.....	2,000.00
Edward L. Pugh.....	Clerk.....	Alabama.....	2,000.00
John J. McAuliffe.....	Official stenographer.....	District of Columbia.....	2,000.00
Raymond Loran.....	Clerk.....	Iowa.....	2,000.00
C. V. Conover.....	Special examiner.....	Michigan.....	2,000.00
Robert F. McMillan.....	Clerk.....	Indiana.....	1,800.00
Robert G. Batten.....	do.....	Georgia.....	1,800.00
Bloom D. Chapman.....	do.....	New York.....	1,800.00
George M. Crosland.....	do.....	South Carolina.....	1,800.00
Jack F. Moss.....	do.....	Mississippi.....	1,800.00
Alfred Holmead.....	do.....	District of Columbia.....	1,800.00
Silas H. Smith.....	Special agent.....	Kentucky.....	1,800.00
Ralph M. McKenzie.....	do.....	Wisconsin.....	1,800.00
Lawrence B. Johnson.....	do.....	North Carolina.....	1,800.00
Daniel M. Wood.....	Clerk.....	New York.....	1,800.00
Thomas Jackson.....	do.....	do.....	1,800.00
Duncan L. Richmond.....	do.....	District of Columbia.....	1,800.00
Albert H. Lossow.....	Assistant attorney.....	Minnesota.....	1,800.00
W. C. Sanford.....	Special examiner.....	Michigan.....	1,800.00
S. L. Lupton.....	do.....	Virginia.....	1,800.00
Frank H. Dixon.....	do.....	New Hampshire.....	1,800.00
D. E. Brown.....	do.....	New York.....	1,800.00
R. H. Snead.....	do.....	Colorado.....	1,800.00
Allan P. Matthew.....	Confidential clerk.....	California.....	1,800.00
Fred W. Sweney.....	Clerk.....	Missouri.....	1,800.00
Harry C. Robinson.....	do.....	Vermont.....	1,600.00
Edward M. Graney.....	do.....	New York.....	1,600.00
Ervin C. Bowen.....	do.....	District of Columbia.....	1,600.00
William A. King.....	do.....	New York.....	1,600.00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1907—Continued.

Name	Office.	Whence appointed.	Salary per annum.
Eugene L. Gaddess	Confidential clerk	Virginia	\$1,600.00
William McCambridge	do.	Illinois	1,600.00
John S. Walker	Clerk	Iowa	1,600.00
Leonard E. Schellberg	do.	Hawaii	1,600.00
Frank C. Stratton	do.	Kansas	1,600.00
Ross D. Rynder	do.	Pennsylvania	1,600.00
R. Wirt Washington	do.	Virginia	1,500.00
James L. Murphy	do.	Louisiana	1,500.00
Montgomery Cumming	do.	Georgia	1,500.00
George Q. Houlehan	do.	Maine	1,500.00
Richmond F. Bingham	do.	New Hampshire	1,500.00
Harry S. Garner	do.	Pennsylvania	1,500.00
James C. Jemison	do.	Delaware	1,500.00
J. Fletcher Johnston	do.	Kentucky	1,400.00
John A. Shearer	do.	Pennsylvania	1,400.00
John F. Dwyer	do.	Massachusetts	1,400.00
Michael Hays Perry	do.	New Jersey	1,400.00
Joseph G. Blount	do.	Georgia	1,400.00
Jesse D. Newton	do.	Iowa	1,400.00
Henry A. Dwight	do.	do.	1,400.00
James S. Fitzhugh	do.	Texas	1,400.00
Henry E. Kondrup	do.	District of Columbia	1,400.00
James R. Pipes	do.	West Virginia	1,400.00
Leroy Stafford Boyd	do.	Louisiana	1,400.00
James H. Dorman, jr.	do.	Kentucky	1,400.00
John M. Gitterman	do.	New York	1,400.00
John H. Nelson	do.	Virginia	1,400.00
Robert E. Lewis	do.	District of Columbia	1,400.00
Edward B. Blizzard	do.	West Virginia	1,400.00
John H. Tilton	do.	New Jersey	1,400.00
George O. Boal	do.	Pennsylvania	1,400.00
Samuel D. Sterne	do.	Iowa	1,400.00
John C. C. Patterson	do.	Maryland	1,400.00
Charles S. Rockwood	do.	Massachusetts	1,400.00
Carlton R. Willett	do.	Texas	1,400.00
Pearson F. Marsh	do.	Ohio	1,400.00
George Stevens	do.	Colorado	1,400.00
Lorin C. Nelson	do.	North Dakota	1,400.00
I. P. Henderson	do.	Georgia	1,400.00
J. Newton Baker	do.	Pennsylvania	1,400.00
Louis W. Perkins	do.	Louisiana	1,300.00
Hart P. Grigsby	do.	Kentucky	1,300.00
Archibald H. Davis	do.	North Carolina	1,300.00
Charles H. Young	do.	Missouri	1,300.00
Zeb. Vance Harris	do.	North Carolina	1,300.00
George I. Thomas	do.	Georgia	1,300.00
William F. Craig	do.	Pennsylvania	1,300.00
William C. Swain	do.	District of Columbia	1,300.00
John H. Anderson	do.	Indiana	1,300.00
Eugene K. Guilford	do.	District of Columbia	1,300.00
Frederick P. Russell	do.	Massachusetts	1,300.00
Walter W. Scott	do.	Virginia	1,300.00
Wilbur H. Peter	do.	Tennessee	1,300.00
Herman Felter	do.	Kentucky	1,300.00
A. M. Hartsfield	do.	Georgia	1,300.00

180 REPORT OF THE INTERSTATE COMMERCE COMMISSION.

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1907—Continued.

Name.	Office.	Whence appointed.	Salary per annum.
James H. Lewis.....	Clerk.....	District of Columbia.....	\$1,300.00
John C. Léger.....	do.....	Mississippi.....	1,300.00
George A. Petteys.....	do.....	Illinois.....	1,300.00
J. Chester Wilfong.....	do.....	Maryland.....	1,300.00
Warren H. Wagner.....	do.....	Pennsylvania.....	1,300.00
Archibald H. Morrow.....	do.....	Oregon.....	1,300.00
Harry H. Little.....	do.....	Indian Territory.....	1,300.00
J. Ward Eicher.....	do.....	Pennsylvania.....	1,300.00
John B. Lybrook.....	do.....	Virginia.....	1,200.00
Bennet C. Taliaferro.....	do.....	Tennessee.....	1,200.00
Arthur F. Rudolph.....	do.....	South Dakota.....	1,200.00
William S. Hardesty.....	do.....	Indiana.....	1,200.00
W. J. Lester Sis.....	do.....	District of Columbia.....	1,200.00
Andrew Denham.....	do.....	Florida.....	1,200.00
Richard F. De Lacy.....	do.....	New York.....	1,200.00
Henry J. Conyngton.....	do.....	Texas.....	1,200.00
Clare R. Hughes.....	do.....	Indian Territory.....	1,200.00
Robert S. Pierson.....	do.....	Hawaii.....	1,200.00
Nelson B. Bell.....	do.....	Porto Rico.....	1,200.00
Hampton W. Riley.....	do.....	do.....	1,200.00
Robert R. Brott.....	do.....	District of Columbia.....	1,200.00
Thad. E. Ragsdale.....	do.....	Pennsylvania.....	1,200.00
Daniel L. Ferdon.....	do.....	New Jersey.....	1,200.00
Charles F. Yauch.....	do.....	Ohio.....	1,200.00
Jean Paul Muller.....	do.....	Maryland.....	1,200.00
J. C. Harraman.....	do.....	Ohio.....	1,200.00
John J. Crowley.....	do.....	Colorado.....	1,200.00
Spencer E. Burk.....	do.....	Illinois.....	1,200.00
C. R. Marshall.....	do.....	District of Columbia.....	1,200.00
J. H. Nall.....	do.....	Georgia.....	1,200.00
J. E. Baker.....	do.....	Wisconsin.....	1,200.00
Richard V. Pitt.....	do.....	Virginia.....	1,200.00
John J. Quill.....	do.....	Indiana.....	1,200.00
J. E. Kidwell.....	do.....	Virginia.....	1,200.00
William A. Cox.....	do.....	Tennessee.....	1,200.00
Abram P. Worthington.....	do.....	Ohio.....	1,200.00
William J. Davis.....	do.....	District of Columbia.....	1,200.00
William G. Willige.....	do.....	do.....	1,200.00
Charles F. Fuller.....	do.....	New York.....	1,200.00
Walter A. McMillan.....	do.....	South Carolina.....	1,200.00
William T. Parrott.....	do.....	Georgia.....	1,200.00
Paul E. Huettner.....	do.....	Tennessee.....	1,200.00
Charles M. Bardwell.....	do.....	Minnesota.....	1,200.00
George V. Lovering.....	do.....	Massachusetts.....	1,200.00
Frank W. White.....	do.....	Illinois.....	1,200.00
John C. Dyer.....	do.....	Ohio.....	1,200.00
Ira B. Conkling.....	do.....	Missouri.....	1,200.00
Joseph S. Moss.....	do.....	Vermont.....	1,200.00
Edward Dillon.....	do.....	California.....	1,200.00
James H. Andersen.....	do.....	Idaho.....	1,200.00
Henry J. Wolff.....	do.....	New York.....	1,200.00
Homer H. McAnelly.....	do.....	Illinois.....	1,200.00
A. V. Swanberg.....	do.....	Montana.....	1,200.00
George H. Koon.....	do.....	Ohio.....	1,200.00
John E. Holliday.....	do.....	Illinois.....	1,200.00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1907—Continued.

Name.	Office.	Whence appointed.	Salary per annum.
David S. Cowan.....	Clerk.....	South Carolina.....	\$1,200.00
John J. Hickey.....	do.....	New York.....	1,200.00
Burdette Gibson Lewis.....	do.....	Nebraska.....	1,200.00
Charles H. Wolfram.....	do.....	Maryland.....	1,200.00
Arthur H. Ferguson.....	do.....	New York.....	1,200.00
Howard C. Hopson.....	do.....	Wisconsin.....	1,200.00
Julius H. Parmelee.....	do.....	Connecticut.....	1,200.00
Orin Davis.....	do.....	Texas.....	1,200.00
A. M. Chreitzberg.....	do.....	South Carolina.....	1,200.00
Oramel P. Walker.....	do.....	Massachusetts.....	1,200.00
Hal M. Remington.....	do.....	Michigan.....	1,200.00
Roscoe F. Walter.....	Assistant attorney.....	Kentucky.....	1,200.00
Ernest Morsell.....	Clerk.....	District of Columbia.....	1,200.00
Arthur R. Mackley.....	do.....	Ohio.....	1,200.00
Conrad W. Pfrimmer.....	do.....	Indiana.....	1,200.00
Carroll L. Nash.....	do.....	Tennessee.....	1,200.00
George S. Gibson.....	do.....	Alabama.....	1,200.00
Andrew J. Hartman.....	do.....	Ohio.....	1,200.00
Harry T. Darr.....	do.....	Kansas.....	1,200.00
Calvin H. Ziegler.....	do.....	Pennsylvania.....	1,200.00
T. Wingfield Bullock.....	do.....	Kentucky.....	1,100.00
Laurence J. McGee.....	do.....	Maryland.....	1,100.00
Alvin S. Callahan.....	do.....	Texas.....	1,100.00
Robert H. Turner.....	do.....	Virginia.....	1,100.00
Eugene Merritt.....	do.....	New York.....	1,100.00
George B. Edwards.....	do.....	Porto Rico.....	1,100.00
William P. Bartel.....	do.....	Wisconsin.....	1,100.00
Shirley N. Mills.....	do.....	Minnesota.....	1,100.00
James S. Payne.....	do.....	Pennsylvania.....	1,100.00
Charles A. Heiss.....	do.....	do.....	1,100.00
Robert S. Campbell.....	do.....	North Carolina.....	1,100.00
Ernest E. Briscoe.....	do.....	Montana.....	1,100.00
Walter N. Brown.....	do.....	Rhode Island.....	1,100.00
Charles E. Anderson.....	do.....	Mississippi.....	1,100.00
G. P. Boyle.....	do.....	Alabama.....	1,100.00
C. W. Kendall.....	do.....	Colorado.....	1,000.00
Charles F. Ford.....	Skilled laborer.....	New York.....	1,000.00
Claude E. Koss.....	Clerk.....	District of Columbia.....	1,000.00
Frank E. Watson, jr.....	do.....	Wisconsin.....	1,000.00
Ralph Koontz.....	do.....	Ohio.....	1,000.00
Edwin C. Blanchard.....	do.....	Virginia.....	1,000.00
Stacy H. Myers.....	do.....	District of Columbia.....	1,000.00
Frederick R. Eddy.....	do.....	New York.....	1,000.00
Isidore J. Schulte.....	do.....	Wisconsin.....	1,000.00
Frederick F. Ring.....	do.....	Massachusetts.....	1,000.00
Samuel D. Schindler.....	do.....	District of Columbia.....	1,000.00
Herbert W. Archer.....	do.....	New York.....	1,000.00
Morris W. Knowlton.....	do.....	Porto Rico.....	1,000.00
Daniel J. Brown.....	do.....	North Carolina.....	1,000.00
George E. Richards.....	do.....	Texas.....	1,000.00
Earl W. Wiseman.....	do.....	do.....	1,000.00
Charles F. Forsyth.....	Skilled laborer.....	Iowa.....	1,000.00
Wilbur Jarvis.....	Clerk.....	Hawaii.....	1,000.00
Richard G. Taylor.....	do.....	Minnesota.....	1,000.00
Ollie M. Butler.....	do.....	Texas.....	1,000.00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1907—Continued.

Name.	Office.	Whence appointed.	Salary per annum.
Edward F. Linkins.....	Clerk.....	Virginia.....	\$1,000.00
Henry A. Works.....	do.....	New York.....	1,000.00
John W. Davie.....	do.....	Kentucky.....	1,000.00
John T. Money.....	do.....	Virginia.....	1,000.00
Gordon Payne.....	do.....	Nevada.....	1,000.00
Seth Bohmanson.....	do.....	California.....	1,000.00
Ernest M. Corey.....	do.....	New York.....	1,000.00
Thomas A. Gillis.....	do.....	Pennsylvania.....	1,000.00
John J. Gauss.....	do.....	Missouri.....	1,000.00
Paul L. Hallam.....	do.....	Michigan.....	900.00
Lawrence A. Pyle.....	do.....	Maryland.....	900.00
Edgar M. Ebert.....	do.....	District of Columbia.....	900.00
Gilbert I. Jackson.....	do.....	New York.....	900.00
Morris H. Konigsberg.....	do.....	Georgia.....	900.00
Monroe C. List.....	do.....	West Virginia.....	900.00
John A. Lawless.....	do.....	District of Columbia.....	900.00
Marshall T. Hyer.....	Skilled laborer.....	Illinois.....	900.00
M. D. L. Harden.....	Clerk.....	Kansas.....	840.00
Frank M. Hall.....	Messenger.....	Pennsylvania.....	720.00
John B. Switzer.....	do.....	West Virginia.....	720.00
Daniel W. Moore.....	Watchman.....	Alabama.....	720.00
William T. Conray.....	do.....	District of Columbia.....	720.00
Wesley S. Porter.....	do.....	Mississippi.....	720.00
Frank J. Spellman.....	do.....	Louisiana.....	720.00
Ulysses G. Thompson.....	do.....	Alabama.....	720.00
Clarence O. L. Garrett.....	do.....	Mississippi.....	720.00
E. F. Hayward.....	Telephone operator.....	District of Columbia.....	720.00
Edgar Bittinger.....	Messenger.....	Pennsylvania.....	720.00
Joseph J. Harvey.....	Skilled laborer.....	District of Columbia.....	720.00
Thomas H. Robinson.....	Laborer.....	do.....	660.00
Charles E. Cotterill.....	Messenger boy.....	Michigan.....	660.00
Stanley R. DePue.....	do.....	Pennsylvania.....	660.00
George T. Ward.....	Laborer.....	District of Columbia.....	600.00
James A. Dove.....	Unskilled laborer.....	do.....	600.00
William R. Brennan.....	Messenger.....	Wisconsin.....	600.00
Cyril J. Stormont.....	do.....	District of Columbia.....	600.00
Henry Cissel.....	Foreman laborer.....	do.....	540.00
Cary A. Johnson.....	Unskilled laborer.....	do.....	540.00
Todd Mozee.....	do.....	Illinois.....	540.00
Harry J. Barnholt.....	Messenger boy.....	Pennsylvania.....	480.00
James P. O'Connor.....	do.....	District of Columbia.....	480.00
William J. Cady.....	do.....	Kentucky.....	480.00
Leon D. Lamb.....	do.....	Ohio.....	480.00
Raymond R. Cheshire.....	do.....	Georgia.....	480.00
William A. Kane.....	do.....	New Jersey.....	480.00
Harold A. Kluge.....	do.....	Pennsylvania.....	480.00
Joseph A. Connolly.....	do.....	New York.....	420.00
George McCauley.....	do.....	Kentucky.....	420.00
Edward L. Cooley.....	do.....	New York.....	420.00
George H. Peniston, jr.....	do.....	Alabama.....	420.00
Harvey Howard.....	do.....	New Jersey.....	420.00
Jouvenal Fiedler.....	do.....	Maryland.....	420.00
Thomas Miller.....	do.....	do.....	420.00
Mack Myers.....	do.....	Virginia.....	420.00
Francis H. Espey.....	do.....	Maryland.....	420.00

LIST OF PERSONS EMPLOYED BY THE INTERSTATE COMMERCE COMMISSION,
DECEMBER 1, 1907—Continued.

Name.	Office.	Whence appointed.	Salary per an- num.
Walker M. Bransom.....	Messenger boy.....	Maryland.....	\$420.00
Kenneth E. Buffin.....	do.....	do.....	420.00
Philip W. Huck.....	do.....	do.....	420.00
Joseph L. Ramsay.....	do.....	District of Columbia.....	420.00
Lester L. Eppard.....	do.....	Virginia.....	420.00
Claire C. McMullen.....	do.....	Missouri.....	420.00
George E. Proudley.....	do.....	Illinois.....	420.00
Wheeler A. Wilson.....	do.....	Georgia.....	420.00
Robert H. Wilkinson.....	Unskilled laborer.....	District of Columbia.....	480.00
Nelson Arnold.....	do.....	North Carolina.....	480.00
Daniel E. Brewer.....	do.....	Maryland.....	480.00
Franklin E. Dove.....	do.....	District of Columbia.....	480.00
Frank A. Fisher.....	do.....	do.....	480.00
Frederick Dockett.....	do.....	do.....	480.00
Daniel W. Brooks.....	do.....	do.....	480.00
Rollie Gooden.....	do.....	Virginia.....	480.00
Robert E. Hunter.....	do.....	do.....	420.00
Walter C. Blount.....	do.....	North Carolina.....	420.00
William Beckley.....	do.....	Virginia.....	420.00
Sarah E. Bowie.....	do.....	District of Columbia.....	240.00
Sarah G. Hicks.....	do.....	do.....	240.00
Julia Washington.....	do.....	Virginia.....	240.00
Mamie Simington.....	do.....	do.....	240.00
Lillian P. Wiley.....	do.....	District of Columbia.....	240.00
Mary Watson.....	do.....	do.....	240.00
W. A. Ryan.....	Temporary special agent.....	New York.....	1,800.00
James E. Johnson.....	Temporary unskilled laborer.....	District of Columbia.....	p. d. 1.50
Joel M. Jones.....	do.....	Virginia.....	p. d. 1.50
Harry T. Shields.....	do.....	District of Columbia.....	p. d. 1.50
James Smith.....	do.....	do.....	p. d. 1.50
Wilfred P. Borland.....	Inspector clerk.....	Washington.....	1,800.00
J. W. Watson.....	Inspector.....	New York.....	1,500.00
Frank C. Smith.....	do.....	Michigan.....	1,500.00
Albert H. Hawley.....	do.....	New York.....	1,500.00
Richard R. Cullinane.....	do.....	Mississippi.....	1,500.00
W. R. Wright.....	do.....	Missouri.....	1,500.00
H. K. Swasey.....	do.....	Massachusetts.....	1,500.00
James E. Jones.....	do.....	Illinois.....	1,500.00
James J. Coutts.....	do.....	Ohio.....	1,500.00
C. F. Merrill.....	do.....	Wisconsin.....	1,500.00
Hiram W. Belnap.....	do.....	Illinois.....	1,500.00
George E. Starbird.....	do.....	do.....	1,500.00
James A. Lawson.....	do.....	Texas.....	1,500.00
John F. Ensign.....	do.....	Colorado.....	1,500.00
J. H. Stricklan.....	do.....	Minnesota.....	1,500.00
Burt C. Craig.....	do.....	New York.....	1,500.00
Austin F. Duffy.....	do.....	Pennsylvania.....	1,500.00
George B. Winter.....	do.....	Utah.....	1,500.00
Elbridge L. Gibbs.....	do.....	Texas.....	1,500.00
Henry Kirch.....	do.....	New Mexico.....	1,500.00
William F. Holton.....	do.....	Virginia.....	1,500.00
Thomas W. Gibbons.....	do.....	New York.....	1,500.00
Ulysses Butler.....	Clerk.....	Pennsylvania.....	1,500.00

APPENDIX B.

POINTS DECIDED BY THE COMMISSION DURING THE YEAR,
WITH INDEX.

POINTS DECIDED BY THE COMMISSION DURING THE YEAR.

In the matter of railroad-telegraph contracts. (12 I. C. C. Rep., 10.)

1. As a telegraph service along its right of way is essential to the safe operation of its trains, a railroad company or a group of separately incorporated roads generally recognized as a "railway system," may lawfully contract to furnish free or reduced-rate transportation to a telegraph company for such of its officers, men, materials, and supplies as are required in connection with the construction, maintenance, and operation of such a telegraph line and service upon its own right of way; and the legality of such free or reduced-rate transportation is not affected by the fact that the telegraph company may also use such telegraph line in connection with its telegraph service to the public.
2. But such a railroad company or system of roads can not lawfully contract, in consideration of free telegraph service or service at reduced rates over wires beyond its own right of way, to furnish free or reduced-rate transportation for the officials, employees, laborers, materials, or supplies of a telegraph company in connection with the construction, maintenance, or operation of a telegraph line and service *off the line* of such railroad company or system of railroads and upon the line or lines of another carrier or system.
3. Previous rulings of the Commission in relation to "Payment for transportation" and "Issuance and use of free passes," so far as they may affect or control railroad-telegraph contracts, explained and reaffirmed.

Frederick Brick Works *v.* Northern Central Railway Company, Pennsylvania Railroad Company, and Central Railroad Company of New Jersey. (12 I. C. C. Rep., 13.)

4. Defendants' class rate of \$3.80 per ton on brick, carloads, from Frederick, Md., to Elberon, N. J., 236 miles, applied on shipments made by complainant in January, 1906, was unreasonable and unjust. Complainant awarded reparation, based on the difference between such rate and the rate of \$2.75 per ton put in effect by defendants pending the controversy.

In the matter of the free transportation of newspaper employees on special newspaper trains. (12 I. C. C. Rep., 15.)

5. Where the Congress has expressly enumerated special classes of persons or things that may be exempted and excepted from the operation of general provisions in a law, this Commission can not enlarge the excepted classes by mere construction and include in them persons or things not thus expressly named in the statute itself.
6. *Held*, therefore, that the so-called *caretakers* of newspaper companies whose duty it is to assort newspapers on special newspaper trains and to make them up into packages for delivery as the train arrives at the several points along the line of the run, may not lawfully be granted the free transportation that is permissible under the act to regulate commerce to the caretakers of certain other kinds of traffic specifically enumerated in the act.
7. A commodity rate can not be applied to the transportation of passengers or a passenger rate to the transportation of a commodity.
8. *Held*, therefore, that newspaper employees can not lawfully be carried on special newspaper trains under a commodity rate established for the carriage of newspapers, or at any rate other than one specified in a regularly published schedule of passenger rates.

The Cattle Raisers' Association of Texas *v.* Galveston, Harrisburg & San Antonio Railway Company; International & Great Northern Railroad Company, and Texas & New Orleans Railroad Company. (12 I. C. C. Rep., 20.)

9. On complaint of failure by defendants to establish a through route and joint rate on beef cattle from points on the International & Great Northern Railroad in Texas to New Orleans, La., it appeared that formerly a through route and joint rate of 45 cents per 100 pounds, except from Laredo, Tex., from which it was 47 cents, were discontinued by defendants other than the International & Great Northern Railroad Company on October 14, 1906, because of dissatisfaction with the rate divisions; that there is no other practicable route from the points of shipment to New Orleans, and that much inconvenience and loss have resulted to shippers from discontinuance of the route. *Held*, That the public interest requires establishment and maintenance of the through route and joint through rates, and that the route and former joint rates should be reestablished. No opinion upon the reasonableness of such rates is expressed, and this decision is without prejudice to determination of the question of reasonableness which may be involved in another proceeding now pending.

Blackwell Milling & Elevator Company *v.* Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 23.)

10. On shipments of flour and other grain products defendant had in force certain rates for transportation between points on its own line and an arbitrary of 5 cents per 100 pounds to be applied in addition to its regular transportation charges to shipments received from connecting lines, but it discontinued imposition of the arbitrary, effective February 11, 1907: *Held*, That the 5-cent arbitrary was unjust and unreasonable, and that defendant be required to refrain from applying the same during a period of two years hereafter. Complainant awarded reparation.

Ponca City Milling Company *v.* Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 26.)

11. Decision in Blackwell Milling and Elevator Co. *v.* M., K. and T. Ry. Co., 12 I. C. C. Rep., 25, cited and applied. Complainant awarded reparation.

J. B. Harrell *v.* Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 27.)

12. A complaint of the unreasonableness of a rate on coal from St. Louis, Mo., to Oklahoma City, Okla., as applied to shipments originating in West Virginia, covering a total distance of over 1,200 miles, held to present no question of practical importance in view of the proximity of coal fields in Oklahoma, Arkansas, and Kansas, and also the much shorter distance from Colorado and Missouri, and dismissed without prejudice in case the unreasonableness of the rate should become of actual consequence hereafter.

Birmingham Packing Company *v.* Texas & Pacific Railway Company; Vicksburg, Shreveport & Pacific Railway Company; Alabama & Vicksburg Railway Company, and Alabama Great Southern Railroad Company. (12 I. C. C. Rep., 29.)

13. On complaint of failure by defendants to establish a through route and joint rate on beef cattle from Fort Worth, Tex., to Birmingham, Ala., it appeared that joint rates are established over their line between the points mentioned on fresh meats and packing-house products, but not on other traffic, and that there is no through route or joint rate for beef cattle by any line from Fort Worth to Birmingham: *Held*, That a through route and joint rate thereover of not exceeding 50 cents per 100 pounds should be established and maintained for the transportation of beef cattle, in carloads, from Fort Worth to Birmingham.

American National Live Stock Association and Cattle Raisers' Association of Texas *v.* Texas & Pacific Railway Company et al. (12 I. C. C. Rep., 32.)

14. Prior to April, 1904, the Texas & Pacific Railway Company had in effect with various lines of railway, including the other defendants, joint tariffs, I. C. C. No. 1015, I. C. C. No. 1038, and I. C. C. No. 1036,

applying on live stock from points on its line in Texas and New Mexico to destinations therein specified, but during that month the Texas & Pacific Railway Company canceled such joint tariffs, and since that time no through routes or joint rates applicable to live stock to and from points on its line have been in force: *Held*, That the public interest requires the establishment of the through routes and joint rates provided for in such joint tariffs, with leave to any party to apply for a modification of the order which may be issued herein at any time, but that formal order herein be withheld for thirty days. The carriers are granted authority to establish such joint tariffs upon ten days' notice to the public and the Commission.

D. W. Durham *v.* Illinois Central Railroad Company. (12 I. C. C. Rep., 37.)

15. On complaint alleging that a rate of 21 cents per 100 pounds on brick machinery, carloads, from Lochland, Ky., to East St. Louis, Ill., compared with a rate of 15 cents for the longer distance over the same line from Louisville, Ky., to East St. Louis, was unreasonable, Lochland being 8 miles nearer the point of destination, it appeared that the rate from Louisville is fixed under competition by rail and by water, and following decisions of the courts: *Held*, That the higher rate from Lochland does not violate section 3 or section 4 of the statute, and, further, that the rate from Lochland is not, upon the evidence presented, unreasonable under the first section of the law.

In the matter of the right of railroad companies to exchange free transportation with local transfer and baggage express companies. (12 I. C. C. Rep., 39.)

16. Petitioner is a common carrier engaged in the city of Chicago in transferring passengers and baggage between railroad stations and between such stations and hotels and private residences, and performs a service connected with interstate passenger traffic, but is nevertheless not a carrier subject to the provisions of the act to regulate commerce.
17. Section 1 of the act to regulate commerce, amended June 29, 1906, provides: "No common carrier subject to the provisions of this act shall, * * * directly or indirectly, issue or give any interstate free ticket, free pass, or free transportation for passengers, except to its employees and their families, its officers, agents, * * * : *Provided*, That this provision shall not be construed to prohibit the interchange of passes for the officers, agents, and employees of common carriers, and their families." The proviso clearly modifies the main clause and is to be construed strictly. The words "common carriers" relate only to those referred to in the main clause, namely, common carriers subject to the act.
18. While the petitioner, Frank Parmelee Company, not being subject to the regulating statute, may doubtless give free transportation on its omnibus and baggage express wagons to whomsoever it wishes, no common carrier subject to the jurisdiction of that act can lawfully grant free transportation to the officers, agents, or employees of petitioner. Specific exceptions noted in the act as to "baggage agents" entering trains near large terminals to arrange for baggage transfer.

The Johnston-Larimer Dry Goods Company *v.* Atchison, Topeka & Santa Fe Railway Company; Chicago, Rock Island & Pacific Railway Company; Denver, Enid & Gulf Railroad Company; Chicago & Eastern Illinois Railroad Company; St. Louis & San Francisco Railroad Company; Houston & Shreveport Railroad Company; Kansas City Southern Railway Company; Missouri, Kansas & Texas Railway Company; Missouri Pacific Railway Company; St. Louis, Iron Mountain & Southern Railway Company; Morgan's Louisiana & Texas Railroad Company; Louisiana Western Railroad Company; St. Louis Southwestern Railway Company; Beaumont, Sour Lake & Western Railway Company; Chicago, Rock Island & Gulf Railway Company; Galveston, Houston & Henderson Railroad Company; Gulf, Colorado & Santa Fe Railway Company; Gulf & Interstate Railway Company; Houston, East & West Texas Railway Company; Houston & Texas Central Railroad Company; International & Great Northern Railroad Company; Interstate Car Transfer Company; Kansas City, Mexico & Orient Railway Company of Texas; Missouri, Kansas & Texas Railway Company of Texas; Paris & Great Northern Railroad Company; San Antonio & Aransas Pass Railway Company; St. Louis

Merchants' Bridge Terminal Railway Company; St. Louis, San Francisco & Texas Railway Company; St. Louis, Kansas City & Colorado Railroad Company; St. Louis Southwestern Railway Company of Texas; Galveston, Harrisburg & San Antonio Railway Company; Galveston, Houston & Northern Railway Company; Texas & New Orleans Railroad Company; Terminal Railroad Association of St. Louis; Texarkana & Fort Smith Railway Company; Texas & Pacific Railway Company; Texas Midland Railroad Company; Trinity & Brazos Valley Railway Company. (12 I. C. C. Rep., 47.)

19. Defendants' rates per 100 pounds on cotton goods from various producing points in Texas are 96 cents to Wichita, Kans., 50 cents to Kansas City and St. Louis, and 55 cents to Omaha and Chicago. The average distances range from 458 miles to Wichita to 1,038 miles to Chicago. Active market and carriers' competition exists for the sale and transportation of this traffic to the points other than Wichita, to which substantially agreed rates are maintained by the four carriers reaching that point from all markets. A rate from Texas producing points to Wichita of 50 cents per 100 pounds would be highly profitable to the carriers and complainant; a Wichita jobber formerly had, by the rebate system, a rate as low at 50 cents. Until recently the tariff rate to Wichita from these points was \$1.16. The present rates to Kansas City and other Missouri River points and to Wichita exclude the Wichita jobber from competition. Under these circumstances complainant buys cotton goods in other markets. *Held*, That the present rate of 96 cents to Wichita is unreasonable and unjust, and should not exceed 50 cents per 100 pounds. For reasons stated the rate from Galveston to Wichita is not included in the decision.

The Johnston-Larimer Dry Goods Company *v.* Wabash Railroad Company; Missouri Pacific Railway Company; Missouri, Kansas & Texas Railway Company; Chicago, Rock Island & Pacific Railway Company; St. Louis & San Francisco Railroad Company; Chicago, Burlington & Quincy Railway Company; Chicago & Alton Railroad Company; Terminal Railroad Association of St. Louis; St. Louis Merchants' Bridge Terminal Railway Company; Atchison, Topeka & Santa Fe Railway Company. (12 I. C. C. Rep., 51.)

20. The rates complained of in this case are those on cotton goods from East St. Louis, Ill., to Kansas City, Mo., and from East St. Louis to Wichita, Kans., but the real question involved is the differential in rates from eastern markets to Kansas City and Wichita, which is 57 cents via all rail and 44 cents via rail and water routes in favor of Kansas City, the rail and water routes being via Galveston, Tex., and two of the lines passing through Wichita to Kansas City. The rate of 35 cents, East St. Louis to Kansas City, is not excessive. The rate of 66 cents, Kansas City to Wichita, is extremely high for the distance of 222 miles; but for reasons stated it would not benefit complainant at Wichita and might result to its disadvantage, and would involve a ruling either that rating cotton piece goods as first class in the Western Classification is wrong or that the class rates between the Missouri River and Chicago are too high. No reason appears why the classification of cotton goods should be changed or the class rates reduced at this time. The rates from the East and the differential mentioned are not the subject of complaint nor are the water and rail lines parties hereto. *Held*, That the complaint be dismissed without prejudice to further proceedings.

The Johnston-Larimer Dry Goods Company *v.* New York & Texas Steamship Company (Mallory Lines); Atchison, Topeka & Santa Fe Railway Company; Chicago, Rock Island & Pacific Railway Company; Chicago, Rock Island & Texas Railway Company; Gulf, Colorado & Santa Fe Railway Company; International & Great Northern Railroad Company; Missouri, Kansas & Texas Railway Company, and Missouri Pacific Railway Company. (12 I. C. C. Rep., 58.)

21. On complaint that a rate of \$1.61½ per 100 pounds on knit goods from New York and New York rate points via water and rail through Galveston, Tex., to Wichita, Kans., is unlawful, and with which is compared defendants' rate of \$1.31 on that traffic through Wichita to Topeka, Kans., *Held*, (1) That the difference in rates is justified by

competition for traffic to Topeka which does not exist and apply with like force at Wichita; (2) that the rate to Wichita is not, under the circumstances, shown to be unreasonable.

James B. Mason *v.* Chicago, Rock Island & Pacific Railway Company. (12 I. C. C. Rep., 61.)

22. The Commission is without authority to fix rules or regulations for reciprocal demurrage.

Ohsman & Effron *v.* Chicago, Rock Island & Pacific Railway Company; Chicago & Northwestern Railway Company; Chicago, Milwaukee & St. Paul Railway Company, and Illinois Central Railroad Company. (12 I. C. C. Rep., 63.)

23. This case involves rates on scrap iron, carloads, from Cedar Rapids, Iowa, to Chicago and East St. Louis, Ill., and St. Louis, Mo., as compared with rates to the same destinations from St. Paul and Minneapolis, Minn. During the pendency of the proceeding, rates from St. Paul and Minneapolis and from Cedar Rapids were changed, with the result that the rates from those points to Chicago were made the same and the rates to St. Louis were made 20 cents less from Cedar Rapids than from St. Paul and Minneapolis, East St. Louis taking St. Louis rates. Upon complainants' request the complaint is dismissed without prejudice.

Omaha Grain Exchange *v.* Union Pacific Railroad Company. (12 I. C. C. Rep., 65.)

24. Defendant has in force a rate of 1 cent per 100 pounds, minimum charge \$5 per car, for transferring grain in carloads from Council Bluffs, Iowa, to Omaha and South Omaha, Nebr. Its rate for transferring grain from Omaha and South Omaha to Council Bluffs for delivery upon its own tracks is \$2 per car, which was put in to induce construction and maintenance of a modern and capacious elevator on its line in Council Bluffs, and a higher rate is charged by it on grain transferred to Council Bluffs for delivery to elevators or industries on other lines. The delivery of grain by defendant in Omaha or South Omaha is for industries or elevators on other lines, for which, under car-service rules, it must allow such other lines \$2 per car per diem rental. The grain rates from the West to Omaha, South Omaha, and Council Bluffs are the same, while from the East the rates to Council Bluffs are less than to Omaha or South Omaha. The charge from Council Bluffs to Omaha and South Omaha is complained of as unjust and unreasonable. Upon all the circumstances and conditions, *Held*, That the complaint should be dismissed.

Texas Cement Plaster Company *v.* St. Louis & San Francisco Railroad Company and St. Louis, San Francisco & Texas Railway Company. (12 I. C. C. Rep., 68.)

The rate per 100 pounds on cement plaster, in carloads, from Quanah, Tex., to St. Louis, Mo., 728 miles, is 18 cents, and to Kansas City, Mo., 571 miles, it is 13 cents, while on cement plaster, in carloads, from Cement, Okla., to St. Louis, 602 miles, a rate of 10 cents, and to Kansas City, 445 miles, a rate of 8 cents are maintained. On complaint that these rates unlawfully discriminate against complainant's plaster shipped from Quanah, it appeared that the St. Louis & San Francisco Railroad Company made the rates from Cement to enable plaster from that point to compete with other plasters in the St. Louis and Kansas City markets, that the cost of transportation is not greater over the line from Quanah to Cement than from Cement to St. Louis, and that defendants would make the same profit if they hauled Quanah plaster at the same rate per ton per mile that is applied from Cement. The rate from Quanah is over the connected lines of defendants, but the St. Louis, San Francisco & Texas Railway Company is controlled by the St. Louis & San Francisco Railroad Company, and both are operated as one system. *Held*:

25. That a railroad company can not arbitrarily determine that a particular mill shall compete in a certain market with other localities and that

other mills on its lines shall not so compete, particularly where the discrimination is not justified by operating conditions.

26. That the rates from Quanah to St. Louis and Kansas City are unlawful; that a rate per 100 pounds not exceeding 10½ cents from Quanah to Kansas City and not exceeding 12 cents from Quanah to St. Louis should be maintained by defendants so long as the rates per 100 pounds to Kansas City and St. Louis from Cement are 8 and 12 cents, respectively, and that in case of change in said rates from Cement the rate from Quanah to Kansas City shall not be more than 128 per cent of the rate from Cement to Kansas City, and the rate from Quanah to St. Louis shall not be more than 120 per cent of the rate from Cement to St. Louis.
27. That complainant is entitled to recover from defendants the sum of \$121.55, with interest from August 28, 1906, as reparation for unjust and unreasonable charges on specified shipments made under the rates complained of in this case.

W. B. Johnston v. St. Louis & San Francisco Railroad Company; Denver, Enid & Gulf Railroad Company; Missouri, Kansas & Texas Railway Company, and Fort Smith & Western Railroad Company. (12 I. C. C. Rep., 73.)

28. The Missouri, Kansas & Texas Railway and its connections meet the present rate of the Rock Island system on coal from the McAlester and Sans Bois fields, Indian Territory, to Enid, Oklahoma Territory, the Rock Island being the short line, but it does not follow merely because of such competition by the Rock Island that the Missouri, Kansas & Texas line must meet that rate or any rate that the Rock Island may be required by law to make effective; nor does it follow that on coal shipped to Enid from the Lehigh and Henryetta fields, in Indian Territory, the rates must be 15 cents per ton less than those from the Sans Bois or McAlester districts, because under present rates and for competitive reasons that differential is now applied.
29. Rates per ton on coal, carloads, of \$2.10 for lump and \$1.40 for slack from the McAlester district, Indian Territory, to Enid, Okla., 290 miles, via the Missouri, Kansas & Texas and Denver, Enid & Gulf roads, are not, upon the evidence, excessive or unreasonable.
30. Rates per ton on coal, carloads, of \$1.65 for lump and \$1.35 for slack from the Lehigh district, Indian Territory, to Enid, Okla., 235 miles, over the Missouri, Kansas & Texas and Denver, Enid & Gulf roads, are not, upon the evidence, excessive or unreasonable.
31. Rates per ton on coal, carloads, of \$2.10 for lump and \$1.50 for slack from the Sans Bois district, Indian Territory, to Enid, Okla., 225 miles average distance, over the Fort Smith & Western and Denver, Enid & Gulf roads, are excessive and unreasonable, and should not exceed \$1.85 for lump and \$1.35 for slack. For reasons stated reparation denied.
32. Rates per ton on coal, carloads, of \$1.95 for lump and \$1.50 for slack from the Henryetta district, Indian Territory, to Enid, Okla., 180 miles, over the St. Louis & San Francisco road, are excessive and unreasonable, and should not exceed \$1.60 for lump and \$1.25 for slack. Action of said defendant in making effective March 31, 1907, rates of \$1.65 for lump and \$1.25 for slack noted. Complainant allowed thirty days to file statement of shipments under his claim for reparation, as to which claim case is reserved.

Van Camp Burial Vault Company v. Chicago, Indianapolis & Louisville Railway Company; Cincinnati, Hamilton & Dayton Railway Company and Judson Harmon, the receiver thereof; Cleveland, Cincinnati, Chicago & St. Louis Railway Company; Indianapolis & Southern Railroad Company; Lake Erie & Western Railroad Company; Fort Wayne, Cincinnati & Louisville Railroad Company; Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company; Vandalia Railroad Company; Pennsylvania Railroad Company; New York Central & Hudson River Railroad Company; Erie Railroad Company; Delaware, Lackawanna & Western Railroad Company; Lehigh Valley Railroad Company; Baltimore & Ohio Railroad Company; Lake Shore & Michigan Southern Railway Company; Pere Marquette Railroad Company and

Judson Harmon, the receiver thereof; Wabash Railroad Company; Boston & Maine Railroad; New York, New Haven & Hartford Railroad Company. (12 I. C. C. Rep., 79.)

33. Defendants classify cement burial vaults with iron burial vaults as second-class freight, in less than carloads, and apply second-class rates thereon, although the cement vault is about four times heavier and occupies but little more space in the car; in carload shipments the defendants classify cement vaults as fifth-class and iron vaults as third-class freight. The risk of breakage in the carriage of the cement vaults is insignificant; their value and the value of the materials used in their construction is much less than in the case of iron vaults; cement vaults are also made with unskilled labor, while iron vaults require skilled mechanics and a plant with machinery and tools. *Held*, That under such circumstances defendants should charge not to exceed third-class rates on shipments from Indianapolis, Ind., the point from which complainant's shipments of cement vaults are consigned.

McRae Grocery Company and W. B. Folsom *v.* Southern Railway Company; Seaboard Air Line Railway; Ocean Steamship Company; Old Dominion Steamship Company; Merchants' & Miners' Transportation Company; Clyde Steamship Company; New York & Texas Steamship Company; Pennsylvania Railroad Company; Philadelphia, Baltimore & Washington Railroad Company, and Richmond, Fredericksburg & Potomac Railroad Company. (12 I. C. C. Rep., 83.)

34. This case having been settled through the readjustment of tariffs, showing considerable reductions in the rates complained of, and to the satisfaction of complainants, the complaint is dismissed.

In the matter of allowances to elevators by the Union Pacific Railroad Company. (12 I. C. C. Rep., 85.)

35. Elevation is defined as unloading grain from cars or grain-carrying vessels into a grain elevator and loading it out again after a period of not to exceed ten days; it does not include "treatment" or grading, cleaning, and clipping of grain; and retention in an elevator beyond ten days becomes storage and is not a part of the service of elevation as that word is used in the statute.

36. The law clearly recognizes elevation as a facility which the carrier may provide, and this authorizes the carrier to grant grain elevation at destination or while the traffic is in transit, subject only to the restriction imposed by the act that elevation, like any other service offered by the carrier to shippers, must be open to all on equal and reasonable terms.

37. Since a carrier subject to the act to regulate commerce is entitled to provide elevation for grain shipments, such carrier may either construct and operate the elevator itself or furnish elevation by arrangement with the owner of an elevator; and the amount of compensation paid by the carrier to the owner of an elevator rendering the service is of no concern to shippers or to other carriers, unless it operates to affect the rates charged by the carrier upon the grain traffic or by some device a portion of the allowance is returned to shippers and thus becomes a rebate.

38. An allowance made to a shipper of grain who furnishes elevation service under an arrangement with a carrier, is a rebate and an unlawful discrimination when it involves a profit over and above the actual cost to such shipper of the service rendered. It is not a rebate when the allowance does not so exceed the actual cost. The arrangement between the Union Pacific Railroad Company and the Peavey elevators at Council Bluffs and Kansas City is not in itself unlawful. But the allowance of 1½ cents per 100 pounds paid by the railroad company to these elevators, controlled by the Peavey interests, who are large shippers of grain and own practically all the grain going into the elevators, is in excess of the actual cost of the service, and is a rebate, and therefore unlawful. *Ordered*, That such allowance be reduced and shall not exceed three-fourths of a cent per 100 pounds.

In the matter of party rate tickets. (12 I. C. C. Rep., 95.)

39. Party rate tickets can not be limited to particular classes of persons, but must be open to the general public.

City Council of Atchison, Kansas, *v.* Missouri Pacific Railway Company; Chicago, Burlington & Quincy Railway Company; and Atchison, Topeka & Santa Fe Railway Company. (12 I. C. C. Rep., 111.)

40. Defendants grant certain allowances or free services in the elevation, transfer, mixing, cleaning, and other handling of grain at Kansas City, Mo., Argentine, Leavenworth, and Kansas City, Kans., which are withheld by them at Atchison, Kans., to which point they have established the same rates as those in force at said other cities. *Held*, That such practice is unlawful and that defendants should not furnish at Kansas City, Mo., Kansas City, Leavenworth, or Argentine, Kansas, elevator allowances or other free services in connection with the elevation, transfer, mixing, cleaning, clipping, drying, weighing, storage, loading out or shipment of grain which are not at the same time granted or furnished in like or equivalent service or allowance to the same degree and extent at Atchison.

Eugene S. Preston and David Floyd Davis, doing business under the firm name of Preston & Davis, *v.* Delaware, Lackawanna & Western Railroad Company. (12 I. C. C. Rep., 114.)

41. Defendant's regulation put in effect October 15, 1906, discontinuing the delivery at its Brooklyn terminal of petroleum oil in tank cars shipped to complainants, practically deprives complainants of opportunity to continue their business in competition with the Standard Oil Company and subjects complainants to unlawful prejudice and disadvantage. Defendant required to rescind the regulation and henceforth allow such delivery for complainants under reasonable rules and conditions as to the time and manner of unloading the cars.

Society of American Florists and Ornamental Horticulturists *v.* United States Express Company. (12 I. C. C. Rep., 120.)

42. Defendant's rates on cut flowers from certain points in New Jersey and Pennsylvania to New York City, prior to May 1, 1906, were graduated from 50 to 75 cents per 100 pounds and on empty boxes returned from New York City to said points were graduated according to weight from 5 to 25 cents each; on said date the rates on cut flowers were increased to \$1 per 100 pounds, and the rates on empty boxes folded flat were graduated from 50 to 75 cents per 100 pounds and on empty boxes not folded flat the rates were made \$1 per 100 pounds: *Held*, upon complaint that the advanced rates are excessive, that such rates are unreasonable, but that 60 cents per 100 pounds would be a reasonable rate upon cut flowers from the Chatham district, New Jersey, to New York City, and a similar increase of 10 cents above the rates existing on April 30, 1906, from the other points involved would be reasonable, and that the merchandise rate should apply on empty boxes not folded flat on the return trip.

43. Cost of service on a particular article is not conclusive as to the reasonableness of a rate thereon.

44. An added and unusual terminal expense arising out of the special delivery of a certain class of express traffic does not justify any greater increase in the rate than will cover such terminal expense.

45. An express company is entitled to charge a reasonable amount for the service which it gives, and this service being partly rendered by its own agents and employees and partly rendered by the railroad, it can not justify a rate by the mere production of its contracts made with the agents and the railroad, as an unreasonable rate can not be imposed upon the shipper by reason of contracts which an express company has made with its agents and the railroad.

46. The question of reparation to injured shippers because of such excessive express charges is held in abeyance.

Holcomb Hayes Company *v.* Illinois Central Railroad Company. (12 I. C. C. Rep., 128.)

47. Defendant admitted that the insertion of a certain rate in its tariffs, which applied to complainant's particular shipments of cross-ties

from Hopkinsville, Ky., to points in Illinois, was the result of clerical error. Subsequently this rate was voluntarily reduced by defendant. Upon complaint defendant expressed willingness to pay to complainant the excess collected by reason of such error, if protected by order of this Commission; and thereupon the Commission, having substantiated the facts, ordered such special reparation: *Held*, upon the foregoing facts, that the formal complaint be dismissed.

Enterprise Manufacturing Company, Sibley Manufacturing Company, Graniteville Manufacturing Company, Monroe Cotton Mills, and Riverside Mills *v.* Georgia Railroad Company; Central of Georgia Railway Company; Southern Railway Company; Atlantic Coast Line Railroad Company; Atlantic & West Point Railroad Company; Western & Atlantic Railroad Company; Western Railway of Alabama; Charleston & Western Carolina Railway Company; Columbia, Newberry & Laurens Railroad Company; Chesapeake & Ohio Railway Company; Illinois Central Railroad Company; Louisville & Nashville Railroad Company; Nashville, Chattanooga & St. Louis Railway Company; Seaboard Air Line Railway; Mobile & Ohio Railroad Company; Texas & Pacific Railway Company; Missouri, Kansas & Texas Railway Company; Atchison, Topeka & Santa Fe Railway Company; Southern Pacific Company; Great Northern Railway Company; Northern Pacific Railway Company; Union Pacific Railroad Company; Oregon Railroad & Navigation Company; Oregon Short Line Railroad Company; and Canadian Pacific Railway Company. (12 I. C. C. Rep., 130.)

48. Defendants' rates on cotton goods and cotton waste from Georgia and South Carolina points to San Francisco and other Pacific coast terminal points are \$1.15 per 100 pounds, C. L., and \$1.65 L. C. L., on cotton goods, and \$1.12½ per 100, C. L., and \$1.61 L. C. L., on cotton waste; in 1896 the rates on cotton goods were \$1 per 100 pounds, C. L. and L. C. L., and on cotton waste 90 cents, C. L., and \$1 L. C. L.; the rates on cotton goods from New York and Boston to such Pacific coast points are \$1, C. L., and \$1.50, L. C. L., and on cotton waste \$1.10, C. L., and \$1.50, L. C. L. Upon complaint of unreasonableness of the rates from such southeastern points to the Pacific coast: *Held*, That upon the present record such rates are not unreasonable.

49. The fact that such rates from the Southeastern States are higher than those obtaining from the New England States does not in and of itself establish the unreasonableness of the higher rates, as the conditions existing at the two localities are dissimilar. The New England mills, which suffer by the competition of the more favorably situated southern mills from the standpoint of production, are entitled to such advantage in rates as they have from being situated at points closer to ports where cheap water competition has been established to the Pacific coast points of consumption.

50. The existence of a lower rate in the somewhat remote past does not necessarily prove anything of value in ascertaining the reasonableness of a rate existing to-day.

Tomlin-Harris Machine Company *v.* Louisville & Nashville Railroad Company; Seaboard Air Line Railway; Southern Railway Company; Central of Georgia Railway Company; Albany & Northern Railway Company; Atlanta, Birmingham & Atlantic Railroad Company, and Georgia Southern & Florida Railway Company. (12 I. C. C. Rep., 133.)

51. The rates on coal and pig iron from Birmingham, Ala., to Cordele, Ga., are \$1.70 per short ton and \$2.75 per long ton, respectively, and from Birmingham to Macon, Ga., are \$1.60 per short ton and \$1.65 per long ton, respectively, Cordele being a nearer point. Upon complaint that such rates to Cordele are unreasonable and unduly discriminatory: *Held*, upon the facts shown, that the coal rate is not unreasonable or discriminatory, but that the pig-iron rate is unjust and excessive. Defendants ordered to put in a rate of \$2.15 per long ton on pig iron from Birmingham to Cordele.

Hale-Halsell Grocery Company *v.* Missouri, Kansas & Texas Railway Company; Missouri, Kansas & Texas Railway Company of Texas, and Texas & Pacific Railway Company. (12 I. C. C. Rep., 136.)

52. Complainant alleged that defendants' rate on sugar in carloads from New Orleans, La., to McAlester, Ind. T., of 38 cents per 100 pounds,

was unreasonable and unduly discriminatory because their rate on sugar from New Orleans to Muskogee, Ind. T., a farther distant point over the same line, was only 35 cents. Defendants having reduced their rate to McAlester to 35 cents, the Muskogee rate, the complaint is dismissed.

E. M. Wilhoit v. Missouri Pacific Railway Company and St. Louis & San Francisco Railroad Company. (12 I. C. C. Rep., 137.)

53. Complaint alleged that rate on shipments of oil originating at Pittsburg, Pa., from East St. Louis, Ill., and St. Louis, Mo., to Joplin, Mo., is excessive and discriminatory as compared with rate from St. Louis to Joplin on shipments of oil originating at St. Louis. Upon request of complainant, one defendant suggesting probability of rate adjustment, complaint dismissed.

E. M. Wilhoit v. Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 138.)

54. To make distance the sole factor in determining a reasonable rate would introduce undue discrimination and create chaotic commercial conditions.
55. Defendant's rates on refined oil at the date of filing complaint from Erie, Kans., to Joplin, Mo., 69 miles, and to St. Louis, Mo., 400 miles, were 17 cents per 100 pounds; but later the rate from Erie to Joplin was reduced to 15 cents, which is the rate prevailing from other oil-shipping points in Kansas to Joplin. The rates to Joplin, St. Louis, and Kansas City from these producing points are apparently adjusted with a view to placing the shippers on an equitable basis and affording them equal opportunities in the markets. Complaint dismissed.

American Grass Twine Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company; Mutual Transit Company; New York Central & Hudson River Railroad Company, and Boston & Maine Railroad. (12 I. C. C. Rep., 141.)

56. Complainant made shipment of grass twine matting and rugs from St. Paul, Minn., to Boston, Mass., via Duluth, over defendants' lines, upon which it was charged a rate of 62 cents per 100 pounds; this rate was a combination of a rail rate of 23 cents to Duluth plus a lake and rail rate of 39 cents from Duluth to Boston; at the date of the shipment lake and rail joint through rates via Duluth were not effective, but a rate via Lake Michigan ports of 45 cents per 100 and an all rail joint through rate of 49 cents were in force: *Held*, That under the special and peculiar circumstances disclosed upon the record the 62-cent rate on such shipment was unreasonable, and that the 45-cent rate in effect from St. Paul to Boston via Lake Michigan ports at the time of the shipment affords a reasonable basis for fixing the rate for the service rendered at the same amount.
57. Complainant awarded reparation for the difference between the 62-cent and the 45-cent rates on its shipment, to be paid by Chicago, St. Paul, Minneapolis & Omaha Railway Company and Mutual Transit Company, as having received the whole of such difference. As to other defendants, complaint dismissed.

Cornelius J. Jones, Hannah James, and William James v. St. Louis & San Francisco Railroad Company. (12 I. C. C. Rep., 144.)

58. The obligation to provide station facilities at a given point along the line of a railroad may arise under the terms of the charter of a company or may be imposed by statute, and some authorities assert that the duty exists also at common law; but the Commission is not the proper forum to which to appeal for the enforcement either of a charter, statutory or common-law obligation, as it has no authority to issue the writ of mandamus, and possesses no common-law jurisdiction.
59. The contention that the Commission has power, under the act to regulate commerce, as amended June 29, 1906, to require a common carrier to locate or relocate and maintain a station at a given point is open to doubt; but, without deciding this question here, it is manifest that the Commission should not exercise such power unless all

the facts and conditions clearly indicate that the interests of the general public in the locality involved are materially impaired by the lack of such facilities.

60. In the fall of 1905 defendant moved its station at Chase, Ind. T., $3\frac{1}{2}$ miles west to a junction point with another carrier also called Chase; old Chase has three stores, post-office, two churches, and two school-houses, and within a circle of 4 miles has a population of from 300 to 400; the passenger receipts of defendant at old Chase averaged about \$47 a month, and for a few months in 1904 and 1905 its freight receipts averaged, owing to cattle for grazing having been shipped there, about \$418 a month, but the cattle shipments have since ceased; in addition to this lack of business there, old Chase is located on lowlands subject to overflow by water; prepaid freight is now received and delivered at old Chase; defendant's passenger trains do not now stop at old Chase, but farmers can reach the station at new Chase as conveniently as they were able to use the station at old Chase; upon complaint that such removal results in undue prejudice to the locality of old Chase: *Held*, That the record does not show that the interests of the general public have been materially impaired by the removal of the station to the new point, and that under the circumstances named complainants are not entitled to an order requiring defendant to re-erect and maintain a station at old Chase.

61. The defendant having the lawful right, in the public interest as well as in its own interest, to move its station to the new point, it can not be held liable for damages alleged to have been sustained as a consequence of such action.

National Petroleum Association v. Pennsylvania Railroad Company; Pittsburg, Cincinnati, Chicago & St. Louis Railway Company; Pennsylvania Company; Baltimore & Ohio Railroad Company; Lake Shore & Michigan Southern Railway Company; Cleveland, Cincinnati, Chicago & St. Louis Railway Company; Wabash Railroad Company; Erie Railroad Company; Atchison, Topeka & Santa Fe Railway Company; Atchison, Topeka & Santa Fe Railway Company—Coast Lines; Great Northern Railway Company; Northern Pacific Railway Company; Southern Pacific Company; San Pedro, Los Angeles & Salt Lake Railroad Company; Oregon Short Line Railroad Company, and Oregon Railroad & Navigation Company. (12 I. C. C. Rep., 151.)

62. Complainant alleged that rates on petroleum and its products from certain points in Pennsylvania and Ohio to Pacific coast terminals are unreasonable and discriminatory, and that the charge of \$105 each for the return of empty cylinder oil cars from Pacific coast terminals to Missouri River points should be abrogated. After answers were filed and case assigned for hearing defendants made considerable reduction in the rates and abrogated the empty-car charge. Upon request of complainant, complaint dismissed without prejudice.

National Petroleum Association v. Pennsylvania Railroad Company; Pittsburg, Cincinnati, Chicago & St. Louis Railway Company; Pennsylvania Company; Erie Railroad Company; Lake Shore & Michigan Southern Railway Company; Chicago & Northwestern Railway Company; Chicago, Milwaukee & St. Paul Railway Company; and Illinois Central Railroad Company. (12 I. C. C. Rep., 153.)

63. Complainant alleged that the through rate on petroleum and its products over defendants' lines from Oil City, Pa., to Freeport, Ill., via Chicago, was $25\frac{1}{2}$ cents per 100 pounds, whereas the combination rate on Chicago was only 23 cents. Defendants in their answers signified willingness to reduce the rate to 23 cents and subsequently put this rate in effect. Upon request of complainant, after case had been assigned for hearing, complaint dismissed without prejudice.

Kalamazoo Tank & Silo Company v. Michigan Central Railroad Company and Chicago, Milwaukee & St. Paul Railway Company. (12 I. C. C. Rep., 154.)

64. Complainant shipped one carload of silos, knocked down, from Kalamazoo, Mich., to Elkhorn, Wis., via Chicago, over defendants' lines, upon which it was charged a joint through rate of 28 cents per 100 pounds, whereas at the same time defendants' combination rate on Chicago between said points on said commodity was only 17 cents;

similar improper adjustment in rates between points not given were alleged. After the case was at issue defendants reduced their joint through rate from Kalamazoo to Elkhorn to 16 cents per 100 pounds, and at the hearing they conceded that the 28-cent rate was excessive to the extent of a difference between that rate and 17 cents, and agreed that improper adjustment in rates between said other points should be corrected: *Held*, That complainant should be awarded reparation on the specific shipment on the basis of such difference in rates, and that as to other matters mentioned in the case the complaint be dismissed.

The Manufacturers' Club of Terre Haute v. Louisville & Nashville Railroad Company and Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (12 I. C. C. Rep., 156.)

65. Complaint alleged that rates on coke from Kentucky and Virginia ovens to Terre Haute, Ind., were unreasonable as compared with rates on coke from said points of origin to Chicago and other specified points, but after the complaint was filed defendants made the rates to Terre Haute the same as those to Chicago. Upon complainant's motion, complaint dismissed.

Miller Brothers v. Atchison, Topeka, & Santa Fe Railway Company. (12 I. C. C. Rep., 157.)

66. Complaint alleged that rates on hogs and cattle from Bliss, Okla., to Kansas City and St. Joseph, Mo., were unreasonable. Upon request of complainants and showing of satisfactory rate adjustment, complaint dismissed.

E. M. Wilhoit v. Missouri, Kansas & Texas Railway Company and St. Louis & San Francisco Railroad Company. (12 I. C. C. Rep., 158.)

67. Complaint alleged that the rate on refined oil from Erie, Kans., to Springfield, Mo., was unreasonable of itself and also as compared with the rate on such commodity from Erie to St. Louis, Mo., and from Neodesha, Kans., to Springfield; but after the hearing defendants made the rate from Erie to Springfield the same as the rate from Neodesha to Springfield and from Erie to St. Louis. The relief demanded by complainant having been conceded, the complaint is dismissed.

Eber De Cou v. Pennsylvania Railroad Company; Pennsylvania Company, and Pittsburg, Cincinnati, Chicago & St. Louis Railway Company. (12 I. C. C. Rep., 160.)

68. The present difference in through rates per 100 pounds on grain, flour, and feed, carloads, from Chicago and other western points to Mount Holly and Pemberton, N. J., is 5 cents, Mount Holly taking the rate to New York, and Pemberton, 6 miles east, the New York rate plus 5 cents. Prior to February, 1903, the Mount Holly rate was the New York rate plus 3 cents, and for a long period the differential against Pemberton in favor of Mount Holly was 2 cents. The Mount Holly rate was reduced on account of developed water competition. Under the 5-cent differential complainant could save about 2½ cents per 100 pounds by shipping to Mount Holly and teaming to Pemberton. Since the hearing the Pennsylvania Railroad Company has put in a tariff naming a reconsignment charge on the traffic of 2½ cents (50 cents per ton) from Mount Holly to Pemberton. *Held*, That the present through rate to Pemberton as compared with the rate to Mount Holly is excessive and subjects complainant and Pemberton itself to unreasonable prejudice and disadvantage, that the through rate to Pemberton should not exceed the New York rate plus 2 cents per 100 pounds, and should not be at any time more than 2 cents above the rate to Mount Holly.

In the matter of through routes and through rates. (12 I. C. C. Rep., 163.)

69. Where a through route has been formed the rate charged is a through rate, and the shipment will move upon the rate existing at the time it is billed by the initial carrier.

70. A through route is a continuous line of railway formed by an arrangement, express or implied, between connecting carriers. It must have a rate for every service it offers; and as the route is a new unit—

one line formed of two or more connecting lines—so its rate for every service is a unit, even though it be divided between the several carriers arranging themselves into the through route.

71. Existence of a through route is to be determined by the incidents and circumstances of the shipment, such as the billing, the transfer from one carrier to another, the collection and division of transportation charges, or the use of a proportional rate to or from junction points or basing points. These incidents named are not to be regarded as exclusive of others which may tend to establish a carrier's course of business with respect to through shipments.
72. Where through billing is given by the originating carrier and is recognized by all connecting carriers to destination, there is in existence a through route over which a through rate applies, which through rate is ascertainable from the tariffs of the participating carriers at the date of shipment; and when such rate is made up of the sum of the locals, the locals apply as of the date of shipment. Any increase in the through rate so made after the date of the shipment, or any decrease therein, is not applicable to such through shipments.
73. Tariffs can not be given a retroactive effect; they can not be made to apply to conditions other than those existing upon the date when such tariffs became effective. A combination through rate is as binding, definite, and absolute as a joint through rate; and all of the conditions, regulations, and privileges obtaining as to any factor in such combination rate for through shipment at the time of initial shipment upon such combination through rate must be adhered to and can not be varied as to that shipment during the period of such shipment to its final destination. A local or proportional rate "in" can not be absorbed, diminished, or affected by any "out" rate not in effect at the time when the traffic moved upon such local or proportional rate.

Board of Trade of Kansas City, Missouri, *v.* Chicago, Burlington & Quincy Railway Company; Missouri Pacific Railway Company; Atchison, Topeka & Santa Fe Railway Company; and Chicago, Rock Island & Pacific Railway Company. (12 I. C. C. Rep., 173.)

74. On complaint that defendants' reconsigning charge of \$2 per car on grain shipped to Kansas City, and from Kansas City to other markets, is unreasonable and unjust, as compared with reconsigning practices at St. Louis, Minneapolis, and Chicago, it appeared that the cars are held by the carriers bringing grain into Kansas City on their "hold tracks" for inspection, sale, and reconsignment order, with forty-eight hours free time before demurrage accrues; that this involves additional service, labor, and expense to the carriers and is a valuable privilege to Kansas City dealers, involving also withholding cars from other shipments for the time so detained; that this charge is absorbed by the carrier when reconsigned over its own line, and by other carriers when reconsigned over their lines, when the destination is a competitive point with another line from Kansas City, except by the defendant, the Chicago, Rock Island & Pacific Railway Company, which makes no distinction as between competitive and noncompetitive destinations; that when the grain is milled or consumed in Kansas City the billing is used by shippers to claim absorption of the charge on some other car that does go forward from Kansas City; that any reconsignment charge not absorbed by the carrier is charged back, by the Kansas City dealer, against the country shipper of the grain; that some roads do make a reconsignment charge at St. Louis and Chicago, and that at Minneapolis a charge of \$2 per car, called a "running through charge," is assessed when a car is set at an elevator or a mill and is ordered to another destination without being unloaded. Upon the whole record, *Held:* That the reconsignment privilege is apparently wholly in the interest of the grain dealers and of Kansas City as a market, and that the reconsignment charge of \$2 per car as applied by defendants is not excessive, unjust, or discriminatory.

J. J. Waxelbaum, doing business under the name of J. J. Waxelbaum & Company, v. Atlantic Coast Line Railroad Company; Southern Railway Company; Central of Georgia Railway Company; Seaboard Air Line Railway; Georgia

Railroad Company; Macon, Dublin & Savannah Railroad Company; Georgia Southern & Florida Railway Company; Atlanta & West Point Railroad Company; Western & Atlantic Railroad Company; Pennsylvania Railroad Company; Philadelphia, Baltimore & Washington Railroad Company; and Baltimore & Ohio Railroad Company. (12 I. C. C. Rep., 178.)

75. Under the act to regulate commerce as amended carriers subject to its provisions may not lawfully refuse transportation as therein defined, but they must upon reasonable request afford the same upon established rates filed and kept posted as required by law.
76. The jurisdiction of the Commission and the purposes of the law can not be defeated by the omission or failure of carriers to include in their schedules and to keep posted and open to public inspection the rates, fares and charges for the entire service, both transportation proper and refrigeration, which under the law they are bound to provide.
77. The defendants' charges for the transportation of peaches from Macon and Atlanta, Ga., to Philadelphia, New York, Washington and Baltimore, including both the charge for carriage and the charge for refrigeration, having been complained of as unreasonable and unjust, after full hearing, *Held*, That defendants' rates per 100 pounds for the transportation of peaches, other than refrigeration, from Macon and Atlanta, to wit: 81 cents to Philadelphia and New York and 78 cents to Baltimore and Washington, and their refrigeration charge of 12½ cents per crate of 42 pounds, minimum carload 550 crates, between such points, are unreasonable and unjust; and that defendants' practices in using one minimum carload requirement for transportation service other than refrigeration and a different minimum carload for refrigeration service is also unreasonable and unjust. *Held, further*, That the rate for transportation other than refrigeration to Philadelphia and New York on carload shipments should not exceed 76 cents per 100 pounds and to Baltimore and Washington 73 cents per 100 pounds, such rates to apply on a carload minimum of 20,000 pounds for 36-foot cars and 22,500 pounds for 40-foot cars, and that the refrigeration charge on such shipments should not exceed 11 cents per crate of 42 pounds and apply on a carload minimum of 476 crates for 36-foot cars and 535 crates for 40-foot cars. *Held, further*, That defendants' demurrage charge of \$5 per day for detention of refrigerator cars by shippers, after expiration of twenty-four hours free time, and defendants' present rates on less than carload shipments, are not shown upon the record to be unreasonable or unjust.

Producers' Pipe Line Company *v.* St. Louis, Iron Mountain & Southern Railway Company; St. Louis Southwestern Railway Company; Texas & Pacific Railway Company; Houston & Texas Central Railroad Company; Missouri, Kansas & Texas Railway Company; and Missouri, Kansas & Texas Railway Company of Texas. (12 I. C. C. Rep., 186.)

78. In formal proceedings before the Commission, complaints must be prosecuted with reasonable diligence, and the Commission particularly insists that when a case has been formally assigned for hearing on a day certain, the parties shall appear and present such evidence as they may wish to offer in support of their contentions, or, in advance of the date set, request postponement on stated grounds, showing good and sufficient cause for delay.
79. Complainant having abandoned the case, complaint dismissed for want of prosecution.

Johnston-Larimer Dry Goods Company *v.* Atchison, Topeka & Santa Fe Railway Company et al. (12 I. C. C. Rep., 188.)

80. Defendants' motion for rehearing in this proceeding is denied.

D. M. Payne *v.* Atchison, Topeka & Santa Fe Railway Company. (12 I. C. C. Rep., 190.)

81. Complaint alleged that defendant's carload rate on apples from Kansas City, Mo., to El Paso, Tex., was unreasonable in that an arbitrary weight greater than the actual weight was imposed, but subsequently defendant amended its tariff so as to make it apply to only actual weight on such apples. Complaint dismissed.

George D. Hope Lumber Company *v.* Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 191.)

82. Defendant charged a rate of \$1.05 per ton on coal in carloads from Mineral, Kans., to Freeman, Mo., while it had in force a rate of 80 cents per ton from Mineral to Harrisonville, Mo., a longer distance point by its line. At the hearing it was agreed that defendant should make the 80-cent rate effective to Freeman and that complainant should withdraw its claim for reparation. Order entered accordingly.

Barden & Swarthout *v.* Lehigh Valley Railroad Company. (12 I. C. C. Rep., 193.)

83. Complainants petition the Commission to require defendant to provide a switch connection to a proposed industrial siding on complainants' property in the city of Geneva, N. Y. A verbal understanding was had between complainants and defendant in 1904 for the construction of said siding and switch. Complainants refused to sign an agreement containing a stipulation that coal business should never be carried on in connection with the siding and switch, and defendant refused to make the switch connection. Complainants brought suit in court, proper service was not had, and case was abandoned. After the act to regulate commerce was amended, complaint was filed with the Commission praying for an order for switch connection and for reparation on account of estimated business losses. *Held*, That the Commission does not recognize the right of a carrier to dictate as to the business which will be conducted from and along a siding which is connected with its lines, excepting so far as may be reasonable with regard to commodities, the transportation and storage of which is attended by much risk and danger to life and property. It is also *Held*, That prior to the enactment of the amendments to the act to regulate commerce, which were approved June 29, 1906, this Commission was not empowered to order such switch connection; that amendment, approved June 29, 1906, specifically requires complainants to make written application upon the carrier for the desired switch connection; that in order for the Commission to have jurisdiction of the question it is necessary that such written application be made subsequent to the date upon which said amendment became effective. No such application has been made in this case since 1904, and the case is therefore dismissed because of lack of jurisdiction.

J. E. Walker *v.* Baltimore & Ohio Railroad Company and United States Express Company. (12 I. C. C. Rep., 196.)

84. Defendants operate, for the convenience of suburbanites, a "parcels express" from Philadelphia, Pa., to certain points upon the Baltimore & Ohio Railroad, whereby packages of not more than 50 pounds can be sent to such points by affixing a stamp, the charge for which varies according to weight. Complainant, an occasional but not a regular patron of the road, complained in September last that he was denied, prior to August 28, 1906, such privilege, upon the ground that he was not a patron of the road. Persons to whom complainant sent packages were also occasional passengers on this road. Since August 28 the privilege has been extended to complainant and the public generally, but defendants insist that it is their right to restrict the privilege to the patrons of the road, for whose benefit it is intended. *Held*, Upon the facts existing previous to amended act, that the complaint was well founded, because to apply to complainant a particular rule not applied to the general public is clearly an unjust discrimination; but that defendants were not in violation of law when complaint was filed and hearing had.
85. The defendant railroad company transports packages of a certain kind free only when they belong to commuters or to a person who is a passenger upon the train. No opinion is expressed upon the lawfulness of this practice, nor as to whether such defendant might, as a part of the contract of sale of a commutation ticket, provide that the privileges of this parcels express should be extended to the holder of such ticket or that the purchase of a ticket to one of these stations should carry with it the right to purchase and use a certain number of these stamps.

86. The defendant express company is a common carrier engaged in the transportation of packages like those carried by the parcels express between the same points, and it is the duty of that defendant to establish for the benefit of the public an adequate service at a reasonable compensation. Whether the amount of these stamps would afford such compensation is not now considered.

Henry M. Rau *v.* Pennsylvania Railroad Company; Philadelphia, Baltimore & Washington Railroad Company; Southern Railway Company; Cumberland Valley Railroad Company; and Norfolk & Western Railway Company. (12 I. C. C. Rep., 199.)

87. The complainant ships bags from Newark, N. J., to Stanley, Luray and Greenville, Va., over the Pennsylvania, Cumberland Valley and Norfolk & Western roads, in less than carloads, which are used in carload shipments of ground bark from such Virginia points to Newark and other points in that vicinity, and upon the bag shipments from Newark a rate of 38 cents per 100 pounds is charged, while on complainant's competitors' shipments of bags from Newark to Barboursville and Charlottesville, Va., via the Pennsylvania and Southern roads, a rate of 22 cents is in force, such difference in rates resulting from the use of different freight classifications. Upon consideration of all the facts and circumstances: The Commission holds that the rate on bags, less than carloads, from Newark to Stanley, Luray and Greenville should not exceed 22 cents per 100 pounds.

James E. Nield *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. (12 I. C. C. Rep., 202.)

88. Complainant sought an order compelling defendant to install a side track from its lines at Sioux Falls, S. Dak., to complainant's nearby coal sheds. It appearing at the hearing that defendant is willing to install such side track upon payment of actual cost thereof and agreement by complainant that the side track may be removed when a proposed new station building is undertaken, no order will now be made, but the case is retained awaiting action of the parties.

New York Team Owners' Association *v.* Southern Pacific Company. (12 I. C. C. Rep., 204.)

89. Defendant employs a particular trucking firm to transport through shipments via its line from railroad depots in and about New York City to its pier No. 25, in New York, and gives preference at such pier to the through traffic transferred by such trucking firm over traffic originating in New York and vicinity brought to the pier by other trucking firms. The pier is inadequate for the business of defendant, and congestion and delay result. The pier is not closed at night until all waiting trucks are unloaded, and it is soon to be considerably enlarged. No instance of injury resulting to shippers or their traffic and no discrimination amounting to exclusion from the pier were shown: *Held*, That such preference does not operate unduly or unreasonably against other truck owners members of the complaining association.

Amarillo Gas Company *v.* Atchison, Topeka & Santa Fe Railway Company; Southern Kansas Railway of Texas; Missouri, Kansas & Texas Railway Company; Missouri, Kansas & Texas Railway Company of Texas; Missouri Pacific Railway Company; St. Louis, Iron Mountain & Southern Railway Company; Chicago, Rock Island & Pacific Railway Company; St. Louis & San Francisco Railroad Company; Chicago, Rock Island & Gulf Railway Company; Missouri, Oklahoma and Gulf Railway Company; and Ft. Worth & Denver City Railway Company. (12 I. C. C. Rep., 204.)

90. Complainant alleged that the rates on crude petroleum and fuel oils of 39 cents and 49 cents per 100 pounds from Indian Territory and Kansas points, respectively, to Amarillo, Texas, were unreasonable; but before hearing defendants agreed to put in force a rate of 19 cents per 100 pounds upon the said commodities from certain points in Kansas and Indian Territory to Amarillo. Upon request of complainant complaint dismissed.

R. R. Shiel & Company *v.* Illinois Central Railroad Company; Chicago & Alton Railway Company; Chicago, Burlington & Quincy Railway Company; Indiana, Illinois & Iowa Railroad Company; Lake Shore & Michigan Southern Railway Company; New York Central & Hudson River Railroad Company; Boston & Albany Railroad Company; Delaware, Lackawanna & Western Railroad Company, and Lehigh Valley Railroad Company. (12 I. C. C. Rep., 210.)

91. The privilege of stopping hogs in transit shipped from western points to the East in order that they may be sorted and reconsigned under the through rate from point of origin can not be enforced against carriers in favor of any single point or shipper in the absence of lawfully established tariffs making such privilege open to the public at large.
92. To whatever extent long previous existence of lower rates in actual use may justify an inference or presumption that they are sufficiently high, the mere publication of such rates, under which there has been no appreciable movement of traffic, is not conclusive proof that they are reasonably remunerative to the carriers.
93. All privileges accorded on shipments in transit and which affect the value of the service performed must be published in the tariffs, and reparation based on breach of contract for a privilege which was not mentioned in the tariffs must be denied the shipper because its allowance without publication was in violation of law.
94. The facts, circumstances, and conditions bearing upon the question of the reasonableness of the rates in issue have not been sufficiently developed to afford a proper basis for satisfactorily determining that question. Complaint dismissed.

The Stowe-Fuller Company *v.* Pennsylvania Company; Pennsylvania Railroad Company, and Baltimore & Ohio Railroad Company. (12 I. C. C. Rep., 215.)

95. Complaint in this case was directed solely against present differences in defendants' rates on fire, building and paving brick from Empire, Strasburg, and other points in Ohio to New York City and other eastern destinations, but no attack was made upon the reasonableness of the rates on either kind of brick except as involved in the claim that any difference in the rates for the different kinds is unlawful: *Held*, Upon the facts and circumstances of the case, that no such distinction between these three classes of brick, which are made of the same material, come out of the same kiln, are nearly alike in color, and are of the same size and weight, exists as justifies a difference in rates. To hold otherwise would be to promote false billing by the shippers and to require carriers to make a practically impossible examination into the use to which each shipment of these brick was put.
96. Classification must be based upon a real distinction from a transportation standpoint. Aside from the difficulty in learning what use the brick were to be put to upon reaching their destination, the Commission can not regard a classification as scientific, or a difference in rates as well based, which is altogether founded upon a distinction that has no transportation significance. Such a differentiation, if permitted and extended throughout the various classes of freight, would lead to an almost endless multiplication of rates, which could find no excuse save the use which might be made of the article transported.

Desel-Boettcher Company *v.* Kansas City Southern Railway Company, Texarkana & Fort Smith Railway Company, St. Louis & San Francisco Railroad Company, and International & Great Northern Railroad Company. (12 I. C. C. Rep., 220.)

97. For the purpose of naming rates to various points in Texas, stations upon the Kansas City Southern Railway are grouped in territories as follows: Coming south from Kansas City all stations up to, but not including Siloam Springs, are in Kansas City territory, while Siloam Springs and stations for a certain distance south are embraced in Little Rock territory. Defendants transferred Siloam Springs from Little Rock territory into Kansas City territory. Complainant alleged that this change, resulting in an advance of the

rates on green apples in carloads from 49 cents to 58 cents per 100 pounds from Siloam Springs to Houston, Tex., was unwarranted. The group rates must of necessity result in a certain amount of discrimination, but they should produce as little discrimination as possible. Upon the facts of this case, the change of Siloam Springs from the Little Rock group to the Kansas City group did not result in undue discrimination.

Dallas Freight Bureau *v.* Gulf, Colorado & Santa Fe Railway Company; Missouri, Kansas & Texas Railway Company; Missouri, Kansas & Texas Railway Company of Texas; Texas & Pacific Railway Company; Atchison, Topeka & Santa Fe Railway Company; Houston & Texas Central Railroad Company; Chicago, Rock Island & Gulf Railway Company; Chicago, Rock Island & Pacific Railway Company; and St. Louis & San Francisco Railroad Company. (12 I. C. C. Rep., 223.)

98. It appears that the rates to Dallas, Tex., from certain mines on defendants' lines in Indian Territory and southern Arkansas have lately been increased from \$1.25 to \$1.50 per ton on slack coal and from \$1.85 to \$2.10 per ton on mine-run coal. Upon complaint that the present rates on such coal are unreasonable and request that the lower rates be restored: *Held*, That under all the circumstances disclosed by the record and following former decisions of this Commission on the reasonableness of coal rates of these defendants in adjacent territory, the rates from the mines that now take the \$2.10 and \$1.50 rates to Dallas should not for the future exceed \$1.90 on mine-run and lump and \$1.40 on slack coal. As to the mines that now take rates of \$1.85 and \$1.25 to Dallas, there should be some corresponding reduction, but as to these mines no order is now made.

99. While the revenue per ton per mile over other routes on other lines and to other destinations is often suggestive in arriving at a proper estimate of the reasonableness of a rate over a route complained of, it is by no means conclusive. Varying conditions existing on different lines must of necessity justify differences in rates for hauls of the same distance. The real question in any such complaint is the reasonableness of a particular rate on the particular line between the particular points in question. In testing such a rate the rates on the same or adjacent lines in the immediate territory where the same conditions exist are of much greater significance and afford a much more accurate basis for the Commission's action.

100. No claim for reparation was made in the complaint in this case and no testimony was taken to such issue, but after the case had been heard and taken under advisement reparation was asked informally: *Held*, That under such facts the Commission declines to entertain the claim for reparation in connection with the rates complained of. The Commission is not disposed to try complaints by piecemeal; nor is it proper, unless some reasonable ground for it be shown or the Commission has so ordered, to bring forward a claim for reparation after a complaint has been heard and taken under advisement.

Southern Grocery Company and Holmes-Hartsfield Company *v.* Georgia Northern Railway Company, of Georgia; Atlanta, Birmingham & Atlantic Railroad Company; Atlantic Coast Line Railroad Company; Central of Georgia Railway Company; Albany & Northern Railway Company; Georgia Southern & Florida Railway Company; Seaboard Air Line Railway; Mobile & Ohio Railroad Company; Louisville & Nashville Railroad Company; Southern Railway Company; Western & Atlantic Railroad Company; St. Louis & San Francisco Railroad Company; and Cincinnati, New Orleans & Texas Pacific Railway Company. (12 I. C. C. Rep., 229.)

101. Complaint alleged that defendants' rates, which are higher from Louisville, Cincinnati, Memphis, and Nashville to Moultrie, Ga., than from the same points of origin to Tifton, Valdosta, Quitman, Thomasville, and Fitzgerald, Ga., are unreasonable and unjustly discriminatory: *Held*, Upon the record made in this case, that the circumstances and conditions surrounding the transportation of freight by defendants from such points of origin to Moultrie are not substantially dissimilar from those surrounding the transportation from such points of origin to said other near-by Georgia points, and that the practice of charg-

ing such higher rates to Moultrie is unjustly discriminatory, unreasonable and unlawful; and, *Held, further*, that the just and reasonable practice would be to charge for such transportation to Moultrie the same rates from such points of origin as are charged therefrom to Tifton, Valdosta, Quitman, Thomasville, and Fitzgerald.

The Railroad Commission of the State of Arkansas *v.* St. Louis & North Arkansas Railroad Company. (12 I. C. C. Rep., 233.)

102. The defendant road being unfinished, without through connections, not extravagantly managed, under the necessity of making extensions required by public authority and the need of equipment and extension, and not earning sufficient to more than meet its operating expenses, and fixed charges not having been shown to be excessive, should not, in the judgment of the Commission, under all the circumstances at this time, be required to transport interstate passengers at the same rates per mile as are finished, well-equipped, and prosperous roads.

China & Japan Trading Company, Limited; American Trading Company; A. Norden & Company; Arnhold, Karberg & Company; and Fearon, Daniel & Company *v.* Georgia Railroad Company; Central of Georgia Railway Company; Southern Railway Company; Atlantic Coast Line Railroad Company; Southern Railway Company; Atlanta & West Point Railroad Company; Western & Atlantic Railroad Company; Western Railway of Alabama; Charleston & Western Carolina Railway Company; Columbia, Newberry & Laurens Railroad Company; Chesapeake & Ohio Railway Company; Illinois Central Railroad Company; Louisville & Nashville Railroad Company; Nashville, Chattanooga & St. Louis Railway Company; Seaboard Air Line Railway; Mobile & Ohio Railroad Company; Texas & Pacific Railway Company; Missouri, Kansas & Texas Railway Company; Atchison, Topeka & Santa Fe Railway Company; Southern Pacific Company; Great Northern Railway Company; Northern Pacific Railway Company; Union Pacific Railroad Company; Oregon Railroad & Navigation Company; Oregon Short Line Railroad Company; Canadian Pacific Railway Company; Great Northern Steamship Company; and Occidental & Oriental Steamship Company. (12 I. C. C. Rep., 236.)

103. Defendants' rates on cotton-piece goods from New England mills through Pacific coast points to the Orient is \$11.25 for 40 cubic feet of measured space, equivalent to about 85 cents per 100 pounds; their rates on the same article from southern mills over the same route is \$1.25 per hundred pounds; *Held*, Upon complaint that this adjustment is unreasonable in itself and also discriminates against southern mills in favor of New England mills, that the complaint is not sustained. *Enterprise Manufacturing Company v. Georgia R. R. Co. et al.*, 12 I. C. C. Rep., 149, cited and approved.

104. The evidence of complainants strongly tended to show that an illegal agreement to advance rates on cotton-piece goods was entered into by transcontinental lines and that the advanced rates were put in in consequence of that agreement; but it is not necessary to pass upon that question, because if it were answered in favor of complainant the Commission should still be of the opinion that this would afford no ground for either reducing the rate from southern mills or awarding reparation. The mere fact that the advance was the product of an unlawful combination will not justify the Commission in setting aside such rate if the Commission is of the opinion that such rate is not unreasonably high. *Tift v. Southern Ry. Co. et al.*, 10 I. C. C. Rep., 548, and other decisions of the Commission cited and followed.

Nobles Brothers Grocer Company; Morrow-Thomas Hardware Company, successors to Springfield-Hume Hardware Company; White & Kirk; Amarillo Hardware Company; Amarillo Cold Storage Company; and E. R. Roach Drug Company *v.* Fort Worth & Denver City Railway Company; Colorado & Southern Railway Company; Southern Kansas Railway Company of Texas; Atchison, Topeka & Santa Fe Railway Company; Pecos & Northern Texas Railway Company; Pecos Valley & Northeastern Railway Company; Chicago, Rock Island & Gulf Railway Company; and Chicago, Rock Island & Pacific Railway Company. (12 I. C. C. Rep., 242.)

105. Original complaint herein was mainly directed to the claim that Amarillo, Tex., should be made a Texas common point, but one paragraph alleged unreasonable rates from points without the State of Texas to Amarillo, and complainants attempted to show upon the hearing under this paragraph that certain specific rates were too high: *Held*, That the complaint should have explicitly directed attention of defendants to the rates which were to be put in issue and passed upon by the Commission, and that therefore the testimony offered was inadmissible. Complainants allowed to amend complaint and defendants given opportunity to introduce further testimony upon the issues thus made.
 106. Competition between carriers from producing points in the Middle West and the Atlantic Seaboard over the right to serve different portions of the State of Texas was finally adjusted by making the rates to all parts of the common-point territory the same, with a few exceptions; but Amarillo, situated in the Pan Handle of Texas, 142 miles north and west of Quanah, the last common-point station of one of the defendants, does not properly fall within the competitive lines, and therefore complainants' contention that Amarillo should be placed in Texas common-point territory should not be sustained.
 107. It appears in this case that a certain defined territory in the northern part of Texas, commonly known as the Burnt District, takes from Kansas City and other Missouri River points lower rates than are made to the balance of the State, in recognition of greater proximity to these Texas points; the class rates from Kansas City to Fort Worth, representative of the Burnt District, are higher than from Kansas City to Amarillo, though Amarillo is less than the average distance to the Burnt District; and that the Santa Fe System is rebuilding its road to Amarillo, which will soon be situated upon its main line: *Held*, That the present class rates from Kansas City to Amarillo are unreasonable and unjust and that the commodity rates between said points should not exceed those from Kansas City to Fort Worth; but that the class rates from St. Louis to Amarillo may properly be higher than from St. Louis to Fort Worth.
- Georgia Edwards *v.* Nashville, Chattanooga & St. Louis Railway Company, operating The Western & Atlantic Railroad. (12 I. C. C. Rep., 247.)
108. Carriers may not discriminate between white and colored passengers paying the same fare in the accommodations which they furnish to each.
 109. Segregation of white and colored passengers on interstate journeys is a reasonable regulation of interstate traffic and permissible under the act to regulate commerce.
 110. Where a carrier provides facilities for personal cleanliness in first-class coaches devoted to the use of white passengers, and a separate smoking compartment for the use of such passengers also, similar accommodations should be provided for colored passengers paying first-class fare.
- Omaha Cooperage Company *v.* Nashville, Chattanooga & St. Louis Railway Company; Illinois Central Railroad Company; St. Louis, Iron Mountain & Southern Railway Company; and Chicago, Burlington & Quincy Railway Company. (12 I. C. C. Rep., 250.)
111. Complaint alleges that the rates of the Nashville, Chattanooga & St. Louis and Illinois Central roads on oak staves and headings from Hollow Rock and other Tennessee points of origin to East St. Louis when destined to South Omaha, Nebr., are unreasonable when compared with the rates on such commodities over said roads from the same points of origin to East St. Louis when destined for Alexandria, Mo., or Keokuk, Iowa. The South Omaha rate is a combination of the 14-cent rate of the N., C. & St. L. and Ill. Central plus the "local" rate of 10 cents of the C., B. & Q., whereas the Keokuk or Alexandria rate is a joint rate of 19 cents, 14 cents to the two first carriers and 5 cents to the C., B. & Q. Complainant made no complaint against the C., B. & Q. rate. It appears that some years ago the division

gave the C., B. & Q. its full "local" from East St. Louis to Keokuk or Alexandria, and the two eastern carriers 2 cents less than their joint rate to East St. Louis; but the division as now made gives these two roads the same earnings on cooerage products carried from Tennessee points to East St. Louis, whether destined to South Omaha, Alexandria, or Keokuk. Complaint dismissed.

Sioux City Commercial Club *v.* Chicago, Milwaukee & St. Paul Railway Company; Illinois Central Railroad Company; Chicago & Northwestern Railway Company; Chicago, Burlington & Quincy Railway Company; Chicago, Rock Island & Pacific Railway Company; Chicago, St. Paul, Minneapolis & Omaha Railway Company; and Great Northern Railway Company. (12 I. C. C. Rep., 253.)

112. Complaint in this case brought in question the reasonableness of defendants' rates from Chicago to Sioux City, in themselves, and as compared with rates from Chicago to Sioux Falls; upon motion of complainant for dismissal of complaint, on the ground that defendants had given notice of compliance with prayer of complaint, so far as same refers to the relation of rates from Chicago to Sioux City and Sioux Falls, complaint dismissed.

City Council of Atchison, Kansas, *v.* Missouri Pacific Railway Company; Chicago, Burlington & Quincy Railway Company, and Atchison, Topeka & Santa Fe Railway Company. (12 I. C. C. Rep., 254.)

113. Defendants' motion for rehearing in this proceeding is denied.

Howard Mills Company *v.* Missouri Pacific Railway Company; Atchison, Topeka & Santa Fe Railway Company; Chicago, Rock Island & Pacific Railway Company; Chicago, Burlington & Quincy Railway Company; Denver & Rio Grande Railroad Company; Southern Pacific Company; and Union Pacific Railroad Company. (12 I. C. C. Rep., 258.)

114. Complainant alleged that the defendants unduly discriminated against Kansas millers, in favor of California millers, by exacting rates for the transportation of flour which were 10 cents greater per 100 pounds than the rates contemporaneously exacted by them for the transportation of wheat from Wichita and other shipping points in Kansas to points in California known as "Pacific coast terminals," and also by exacting rates for the transportation of flour which were 35 cents per 100 pounds greater than the rates contemporaneously exacted by them for the transportation of wheat from said shipping points to Phoenix, Ariz. *Held*, That under the circumstances and conditions disclosed by the record in this case, and following decisions of this Commission in other similar cases, the flour rates between said shipping and destination points should not exceed the wheat rates between such points by more than 7 cents per 100 pounds.

115. There is no inflexible requirement that rates upon grain and the products of the grain should be, under all circumstances, the same, but rather that carriers may, in just regard for their own interest or to meet special conditions, vary those rates within narrow limits. When once the relation has been established, business developed, and money expended upon the strength of it, then the carrier can not, in the absence of some sufficient reason, change that relation; nor would this Commission direct a change.

Hope Cotton Oil Company *v.* Texas & Pacific Railway Company and St. Louis, Iron Mountain & Southern Railway Company. (12 I. C. C. Rep., 265.)

116. Complaint alleged that the defendants' joint through rate of 67 cents per 100 pounds on cotton seed, in carloads, from points north of Shreveport, in Louisiana, on the T. & P. Ry. *via* Texarkana to Hope, Ark., on the St. L., I. M. & S. Ry., is unreasonable and unduly discriminatory, and that a just and reasonable rate would be a through rate equal to the sum of the present local rates in and out of Texarkana, which is 17½ cents per 100 pounds. After complaint was filed, defendants put in effect between the points of origin in Louisiana and Hope a joint through rate of 30 cents per 100 pounds on cotton seed in carloads, with a minimum weight of 30,000 pounds per car. *Held*,

upon the record, that the present through rate of 30 cents is unreasonable and that it should not exceed $17\frac{1}{2}$ cents, the sum of the locals, with a minimum carload weight of 30,000 pounds.

117. While a rate fixed by a State statute or a State commission is naturally and properly entitled to respectful consideration, it has no greater sanctity, as applied to interstate traffic, than a rate established by a railroad company; and this Commission would not hesitate, upon proper evidence that a rate so established would be unjust either to a carrier or to a shipper, to refuse to accept it as a basis for fixing an interstate rate.

McRae Terminal Railway v. Southern Railway Company and Seaboard Air Line Railway. (12 I. C. C. Rep., 270.)

118. Complainant, owning a railroad, about 1 mile long, from a point near the Southern Railway, in McRae, Ga., to a point near the Seaboard Air Line, alleges that such railways decline to make with it physical connections at its termini: *Held*, upon the facts and circumstances of the case, that as such connections are practicable, can be made without hazard to the public, and the complainant's prospective business is sufficient to justify the connections, defendants should give complainant the physical connections asked for, but they should be made at the expense of complainant. Definite order withheld pending action of defendants and taking of further testimony.

119. The Supreme Court of the United States held in *Wisconsin, Minnesota & Pacific Railway Company v. Jacobson* (179 U. S., 287), that an order of the State commission of Minnesota directing a physical connection between two railroads of that State in pursuance of a statute of the State was a valid exercise of authority, and this Commission sees no reason why Congress may not, as it has done, exercise the same authority over a railway handling interstate traffic which the State can exercise with respect to State traffic.

In the matter of consolidations and combinations of carriers, relations between such carriers, and community of interests therein, their rates, facilities, and practices. (12 I. C. C. Rep., 277.)

120. Conclusions and recommendations of the Commission in the above-entitled proceeding.

W. N. White & Company v. Baltimore & Ohio Southwestern Railroad Company and Baltimore & Ohio Railroad Company. (12 I. C. C. Rep., 306.)

121. The Commission has recognized the right of carriers, in order to facilitate the movement of business, to fix an estimated weight upon certain standard packages upon which a rate is based. This estimated weight is taken into consideration in the making of the rate itself, and of such estimated weights shippers have the right to complain before this Commission and secure relief; but the facts in this case do not justify a holding that the estimated weight complained of was a violation of the act. Claim for reparation denied.

122. Complaint alleged that defendants' carload rate on apples from certain points in Illinois to New York City was unreasonable in that an arbitrary weight greater than the actual weight was imposed, but subsequently defendants amended their tariffs so as to make them apply to only actual weight on such apples. Complaint dismissed.

E. L. Rogers & Company v. Philadelphia & Reading Railway Company. (12 I. C. C. Rep., 308.)

In July, 1906, defendant issued a special embargo on complainant's shipments of hay and straw destined to its Twenty-third and Arch streets station in Philadelphia: *Held*, upon the facts of the case:

123. That such embargo constituted an unlawful discrimination against complainant. Whatever may be said of an embargo against one commodity only in a time of congestion, nothing can be said for an embargo which refuses transportation facilities to some establishments while according such facilities to their competitors. If the exercise of such a power were to be at all tolerated, carriers would be able to issue sentence of commercial death against some of their patrons, while continuing to serve others.

124. That this Commission has jurisdiction to forbid such discrimination and to award reparation for the detriment directly and proximately resulting from it, but as the record in the case fails to show that the shipments made during the embargo period were interstate, no order of reparation will be entered until after proper showing that said shipments were interstate.
125. That complainant's claim for reparation for general injury to its business is not sustained by the testimony.

Muskogee Commercial Club and Muskogee Traffic Bureau v. Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 312.)

126. The question of compression of cotton in transit is not one with which a railroad may deal entirely as it sees fit and without respect to the effect which its practices have upon the transportation of cotton. Either the carrier must publish a rate upon uncompressed cotton and another rate upon compressed cotton and divorce itself entirely from the matter of compression, or else such compression as is given by the railroad becomes subject to the jurisdiction of this Commission.
127. Where a railroad company declares a policy which allows compression of cotton in transit at the nearest point it can not vary that rule so as to give certain shippers the opportunity to avoid it and thereby receive an advantage which is not given to shippers generally.
128. It appears that defendant's rule for compression of cotton in transit allows uncompressed cotton, on demand of shippers, to be taken out of Muskogee, Ind. T., and points north, including the Tulsa division, for compression at South McAlester, Ind. T., but does not allow uncompressed cotton to be taken out of or through South McAlester for compression at Muskogee. A large portion of the cotton grown in the territory tributary to Muskogee is sold in the East, and is always compressed before being loaded for the long haul. Under the practice of compressing at South McAlester uncompressed cotton originating at Muskogee and points north is hauled by defendant to South McAlester, unloaded at that compress, compressed, reloaded, and then hauled back over the same line of railroad, passing again through Muskogee to defendant's eastern terminus, involving an extra service of 124 miles for which defendant receives no compensation: *Held*, upon the foregoing facts that defendant's said rule for compression of cotton results in undue prejudice against Muskogee, and that defendant should grant all the privileges to one compression point herein considered that it grants to the other.
129. The fact that a compress company at South McAlester has another compress at Fort Smith and threatens, unless the foregoing preference is given to its compress at South McAlester, to divert its cotton traffic to another railroad, does not justify discrimination in the rules or practices of defendant, as the competition described is not the character of competition that relieves from the operation of the statute.

Pacific Coast Jobbers and Manufacturers' Association v. Southern Pacific Company. Defendant; and Atchison, Topeka & Santa Fe Railway Company, Intervener. (12 I. C. C. Rep., 319.)

- The tariff of the Southern Pacific Company on traffic westbound to San Francisco contains a schedule of transportation rates imposed upon such traffic, and by a note in such tariff headed "Toll at San Francisco, Cal.," an additional charge of 5 cents per ton is levied upon such traffic reaching San Francisco by both the Ogden and the Coast Line routes: *Held*—
130. That traffic moving by the Coast Line is not subject to the payment of such charge; and
 131. That the law does not permit a rate to be stated which includes charges which the carrier does not in fact meet; and also
 132. That a tariff or schedule of transportation rates does not conform to the law which makes the rate charged as set forth in the tariff dependent upon one or more factors which do not enter into the transportation as the same is actually conducted.

W. O. Mitchell, *v.* Atchison, Topeka & Santa Fe Railway Company; Chicago, Rock Island & Pacific Railway Company; St. Louis & San Francisco Railroad Company; and Missouri, Kansas & Texas Railway Company. (12 I. C. C. Rep., 324.)

133. Defendants' rate of 28½ cents per 100 pounds for the transportation of wheat from Oklahoma City, Okla., to Gainesville and Fort Worth, Tex., found unreasonable, and defendants required to establish in lieu thereof a rate of 20 cents to Gainesville and a rate of 22 cents to Fort Worth.

Enterprise Transportation Company *v.* Pennsylvania Railroad Company and New England Navigation Company. (12 I. C. C. Rep., 326.)

Complainant has been operating a line of steamboats on Long Island Sound since some time in the year 1905. Its boats ply between Fall River and New York City, and call en route at Jamestown, R. I. Its principal competitor is the New England Navigation Company, which is owned and controlled by the New York, New Haven & Hartford Railroad Company. The boats of the Navigation Company ply between Fall River and New York City and stop at Newport, R. I., but do not now stop and never have stopped at Jamestown. Previous to the time complainant began business as aforesaid the navigation company and Pennsylvania Railroad Company maintained, and have ever since maintained, and applied to the transportation of fish a through route and joint rate from Newport to Philadelphia. At the time complainant began to operate as aforesaid no such route or rate was in existence from Jamestown to Philadelphia. A large tonnage of fish is shipped annually by water from Jamestown, which is about 3 miles from Newport. At some time during the summer of 1906, and after complainant had begun operations, the navigation company and Pennsylvania Railroad Company, by using the Narragansett Ferry Company as their agent to receive shipments of fish at Jamestown and transport same from that point to Newport, extended said through route to Jamestown. This service was discontinued about November 1, 1906, but renewed about February 1, 1907, and has been continuously maintained since, except that when the boats of the Narragansett Ferry Company are not running, the transportation from Jamestown to Newport is performed by the Newport and Jamestown Ferry Company.

The through rates to Philadelphia are: From Newport, 34 cents per 100 pounds, and from Jamestown, 37 cents. Out of these rates the Pennsylvania Railroad Company receives 7 cents per 100 pounds for the transportation from New York to Philadelphia, and the ferry company receives 3 cents for the transportation from Jamestown to Newport. The ferry company is named as a party to the tariff prescribing the through rates, but refuses to concur in the tariff or file with the Commission its rates for the transportation from Jamestown to Newport. The local rate of the Pennsylvania Railroad Company for transporting fish from New York to Philadelphia is 22 cents per 100 pounds.

Complainant receives at Jamestown shipments of fish destined to Philadelphia and delivers same to the Pennsylvania Railroad Company at New York. Deliveries to the latter are made at the same place and about the same time, whether carried thereto by complainant or by the navigation company, and reach Philadelphia at the same time in the one case as in the other, but such shipments leave Jamestown a little earlier when carried over complainant's line than when the carriage is over said through route. When the initial shipment is over complainant's line the Pennsylvania Railroad Company exacts for the haul from New York to Philadelphia said local rate of 22 cents, and refuses to make with complainant a through route and apply thereto a joint rate.

Complainant's local rate for transporting fish from Jamestown to the place where delivery is made to the Pennsylvania Railroad Company, as aforesaid, including drayage across the city of New York, is 17½ cents per 100 pounds, while the local rate of the navigation company for transporting fish from Newport to such place of delivery, including said drayage, is 23 cents per 100 pounds.

Upon all the facts and circumstances disclosed by the record, *Held*,

134. That from Jamestown to Philadelphia no satisfactory through route exists within the meaning of the language of the act to regulate commerce.
135. That, even if the present arrangement should be regarded as a satisfactory through route, complainant's right to maintain this proceeding would not be affected thereby, since, at the time the complaint was filed, through route from Jamestown by defendants' lines had been abandoned and for a time thereafter was not in operation.
136. That the Pennsylvania Railroad and complainant should be required to establish, for the transportation of fish, from Jamestown to Philadelphia, a through route, and apply thereto a joint rate of not more than 34 cents per 100 pounds, except that the Pennsylvania Railroad Company may, if it wishes to do so, apply to the Commission for an order requiring complainant to indemnify it against any loss it may suffer in the premises by reason of the financial irresponsibility of complainant.

Roswell Commercial Club; Carlsbad Commercial Club; Artesia Commercial Club; Merchants' Association of Hagerman, and Chaves County Wool Growers' Association *v.* Atchison, Topeka & Santa Fe Railway Company; Pecos Valley & Northeastern Railway Company; Pecos & Northern Texas Railway Company; Pecos River Railroad Company; Southern Kansas Railway Company of Texas; Gulf, Colorado & Santa Fe Railway Company; Chicago, Rock Island & Pacific Railway Company; Chicago, Rock Island & Gulf Railway Company; Fort Worth & Denver City Railway Company; Colorado & Southern Railway Company; Texas & Pacific Railway Company; St. Louis, Iron Mountain & Southern Railway Company; St. Louis & San Francisco Railroad Company; Missouri Kansas & Texas Railway Company, and Missouri, Kansas & Texas Railway Company of Texas. (12 I. C. C. Rep., 339.)

137. Complaint in this case put in issue reasonableness of rates between various points in the United States and Roswell, Artesia, Hagerman, and Carlsbad, in the Territory of New Mexico: *Held*, That, under the facts disclosed in the record, the present class rates from Kansas City and St. Louis, Mo.; Galveston, Tex., and Denver, Colo., to said points in New Mexico are unjust and unreasonable; and that commodity rates on grain and grain products from points in Kansas and Oklahoma; on lumber from points in Texas and Louisiana; on salt in sacks from Hutchinson, Kans., to said points in New Mexico; and on apples, alfalfa, and alfalfa meal from said points in New Mexico to Fort Worth, Tex., are excessive and reductions ordered.

Farmers, Merchants and Shippers' Club of Kansas *v.* Atchison, Topeka & Santa Fe Railway Company and Gulf, Colorado & Santa Fe Railway Company; Farmers, Merchants and Shippers' Club of Kansas *v.* Chicago, Rock Island & Pacific Railway Company; Chicago, Rock Island & Gulf Railway Company; Houston & Texas Central Railroad Company; Galveston, Harrisburg & San Antonio Railway Company; Galveston, Houston & Henderson Railroad Company; International & Great Northern Railroad Company; and Gulf, Colorado & Santa Fe Railway Company. (12 I. C. C. Rep., 351.)

138. The complaint put in issue the reasonableness of defendants' rates on grain from Wichita and other shipping points in Kansas to Kansas City, Mo., to Galveston, Tex., for export, and to various destinations in Texas for domestic consumption.
139. The rates to Galveston for export, and to the various destinations in Texas for domestic consumption, found unreasonable *per se*, and reductions ranging from 3 to 5 cents per 100 pounds ordered.
140. It appeared that the rates from said shipping points must be the same to Kansas City, Mo., as to Kansas City, Kans.; that after the complaint herein was filed the legislature of Kansas reduced 15 per cent the rates to the latter point, whereupon defendants, after accepting said reductions, reduced correspondingly the rates to Kansas City, Mo. For these reasons no action was taken concerning the latter rates.
141. The destination points in Texas are divided into groups numbered 1, 2, 3, and 4. At the hearing representatives of the city of Lancaster contended that that city should be transferred from group 2 to group 1, and the contention was upheld.

142. Undue discrimination against said shipping points in favor of Kansas City, Mo., was alleged, but that feature of the complaint was not sustained.

Territory of Oklahoma *v.* Chicago, Rock Island & Pacific Railway Company; Atchison, Topeka & Santa Fe Railway Company; Missouri, Kansas & Texas Railway Company; Missouri, Kansas & Texas Railway Company of Texas; Chicago, Rock Island & Texas Railway Company; St. Louis, Kansas City & Colorado Railroad Company; St. Louis & San Francisco Railroad Company; Chicago, Rock Island & Gulf Railway Company; Gulf, Colorado & Santa Fe Railway Company; Houston & Texas Central Railroad Company; Southern Pacific Company; Texas & Pacific Railway Company; Texas Midland Railroad; Galveston, Houston & Henderson Railroad Company; International & Great Northern Railroad Company; and Galveston, Harrisburg & San Antonio Railway Company. (12 I. C. C. Rep., 367.)

143. Defendants' rates on wheat and corn shipped from points in Oklahoma Territory to Galveston, Tex., for export, found unreasonable, and reductions in such rates ordered.

Commercial and Industrial Association of Union Springs, Ala., *v.* Louisville & Nashville Railroad Company; Southern Railway Company; Illinois Central Railroad Company; Mobile & Ohio Railroad Company; St. Louis & San Francisco Railroad Company; Nashville, Chattanooga & St. Louis Railway Company; Central of Georgia Railway Company; Western Railway of Alabama; Seaboard Air Line Railway; and Union Springs and Northern Railway Company. (12 I. C. C. Rep., 372.)

144. In a territory where the basing point system has been in operation since the advent of railroads, rates to a complaining point made by a combination of the through rate to the nearest trade center and the local beyond need not, under the construction of the fourth section of the act by the Supreme Court, be reduced to the basis of every neighboring point of like distance when the other points in the group whose rates are sought have the advantage of water or other competition.

145. Not all discriminations, but only those which are unreasonable, are unlawful.

146. Where undue discrimination is not shown, the rates complained of can only be reduced by the Commission when in its opinion they are shown to be unreasonable in themselves.

Commercial and Industrial Association of Union Springs, Alabama, *v.* Central of Georgia Railway Company. (12 I. C. C. Rep., 375.)

147. Whether the practice of considering compression of cotton in transit an incident of transportation, and therefore a matter wholly within the discretion and control of the carrier as to the instruments employed, neither the grower nor the consumer being directly interested, will not be decided without a general investigation covering the whole field of production and markets, and can not be determined on an insufficient inquiry at a single point.

Warren Manufacturing Company; Graniteville Manufacturing Company; Enterprise Manufacturing Company; Sibley Manufacturing Company; Augusta Factory; and John P. King Manufacturing Company *v.* Southern Railway Company; Atlantic Coast Line Railroad Company; Charleston & Western Carolina Railway Company; Seaboard Air Line Railway; Central of Georgia Railway Company; Clyde Steamship Company; Old Dominion Steamship Company; and Ocean Steamship Company of Savannah. (12 I. C. C. Rep., 381.)

148. The absorption of a competing line of railway by another in alleged violation of the statutes of a state is a matter within the control of the state courts and can be considered by the Commission only in its ultimate results of inducing unreasonable rates.

149. The violation of the so-called antitrust act by unwarranted agreements in restraint of trade by carriers of interstate commerce is not within the jurisdiction of the Commission but only the correction of unreasonable rates which may be the purpose and effect of such illegal act.

150. The long-continued carriage of any article of freight at certain rates, while establishing a presumption that such rates are reasonable and

remunerative, is not alone conclusive, but to carry such presumption must show a settled practice or policy.

151. Where a rate is comparatively the lowest in its territory on a given article of freight and by reason thereof has been made the basis of reductions from competitive points, it will not be further reduced on the ground alone that it had at stated periods in the past been somewhat lower, unless it be shown that it is unreasonably high for the service performed.

The Riverside Mills v. Southern Railway Company; Atlantic Coast Line Railroad Company; Charleston & Western Carolina Railway Company; Seaboard Air Line Railway; Central of Georgia Railway Company; Clyde Steamship Company; Old Dominion Steamship Company; and Ocean Steamship Company of Savannah. (12 I. C. C. Rep., 388.)

152. It appears that defendants' rate on cotton waste, in bales, a by-product of cotton goods, from Augusta, Georgia, to New York is 41 cents per 100 pounds, or the same as their rate on cotton goods between the same points, though cotton waste is considerably less in value and involves much less risk and expense in transportation than cotton goods. *Held*, That cotton waste should be transported at less rates than cotton goods, and that no higher rate than 35 cents per 100 pounds should be charged for its transportation by defendants, sea and rail, from Augusta to New York.

Jas. L. Quimby; Hahn Bros., a firm composed of F. W. & Fred Hahn; Hahn & Schroder, a firm composed of H. C. Hahn & H. N. Schroder; W. J. Platt & Company, a firm composed of W. J. Platt & H. E. Vincent; Aiken Clothing & Shoe Company, J. P. McHair, proprietor; Rives & Eubanks, a firm composed of E. S. Rives & I. N. Eubanks; J. M. Ferrell; William Morrison; Simon Brown's Sons, a firm composed of Herman Brown & Isadore Brown; N. Blatt; John O'Gorman, and J. F. Morris v. Clyde Steamship Company; Old Dominion Steamship Company; Merchants & Miners' Transportation Company; Baltimore Steam Packet Company; Southern Railway Company; Atlantic Coast Line Railroad Company; Seaboard Air Line Railway; and Charleston & Western Carolina Railway Company. (12 I. C. C. Rep., 392.)

153. It appears that class rates from north Atlantic ports were the same to a group of suburban mills as to Augusta, Georgia, for ten or twelve years before the absorption of the South Carolina and Georgia Railroad by the Southern Railway Company; that subsequent to such absorption the long-existing rates to these suburban points were increased by the concerted action of the defendant carriers, though the mill group is still recognized on shipments in the opposite direction, and that this grouping system is still effective to the extent of classing together some of these suburban points which are as far apart as Augusta is from the nearest. It also appears that water lines by way of the Savannah River secure most of the freight of the heavy and bulky classes for these mills, and that a restoration of the Augusta rates to these suburban points would divert much of this traffic to the defendant lines and thus increase their revenues; *Held*, That the rates to these suburban mill points in excess of those to Augusta are, under the circumstances, unjust and unreasonable.

The Railroad Commission of Ohio et al., v. The Hocking Valley Railway Company; The Railroad Commission of Ohio et al., v. The Wheeling & Lake Erie Railroad Company. (12 I. C. C. Rep., 398.)

Defendants are engaged principally in transportation of coal from mines located upon their lines. Certain other railways purchase their fuel supply from coal operators owning mines upon the lines of defendants and send their own cars upon the lines of defendants, consigned to the coal companies with which railways so sending their cars have contracts for fuel supply. Certain other coal operators have upon the lines of one of the defendants leased, or so-called "private" cars, devoted exclusively to the use of such lessees. During a part of the year defendants are unable to furnish all of the cars desired by coal operators along their lines, and at such times the available cars not specially consigned or restricted as to use are divided among the several coal companies according to the capacities of their sev-

eral mines. But in such distribution the foreign railway fuel cars and the leased or "private" cars are excluded from consideration and are given to the coal companies to which they are consigned or assigned in addition to the full share of cars allotted to such mines in the proportionate distribution. Complaint alleges unjust discrimination against other coal operators along the lines of defendants, in that such distribution of cars and such failure to count the foreign railway fuel cars and the leased or "private" cars gives the coal operators to whom such cars are consigned and assigned unwarranted advantages over other operators in the mining and marketing of coal.

154. *Held*, That a carrier should give to owner or lessee of private cars the use of such cars; and should also give to a coal company the foreign railway fuel cars consigned to it; but that such "private" and foreign railway fuel cars should, in the distribution of cars, be counted against the company to which delivered and such company should not be given, in addition to such delivery, a share of the system cars except when the number of "private" and foreign railway fuel cars so delivered to it is less than its distributive share of the available cars, including system cars, foreign railway fuel cars, and so-called private cars, in which event it should be given only so many of the system cars as are necessary, when added to the number of private and foreign railway fuel cars assigned to it, to make up its distributive share of the total available cars, including system cars, foreign railway fuel cars, and so-called private cars.

American Fruit Union, of Cincinnati, Ohio, *v.* Cincinnati, New Orleans & Texas Pacific Railway Company. (12 I. C. C. Rep., 401.)

155. In conference between officials of the carrier and representatives of certain of its patrons it was agreed that higher rates would be charged and paid for the transportation of strawberries in consideration of special expedited train upon which they would be hauled and by which they would be delivered for the early morning market; on account of reconstruction and improvement work upon and along the line of the carrier it was unable to furnish the expedited service agreed upon and which it had furnished for several years; the shippers contended that if the expedited service was not provided the higher rates should not obtain: *Held*, That where an unusually high rate is charged because and in consideration of a special and expedited service it is the duty of the carrier to provide and furnish such service or to cease and desist from charging the higher rate.
156. Defendant's rate on strawberries in carloads, under refrigeration, from Chattanooga and points on its line between Chattanooga and Oakdale, Tenn., to Cincinnati, Ohio, found unreasonable, and reduction in such rate ordered.
157. Reparation awarded to injured shippers because of such unreasonable rate on strawberries during the season of 1907.

A. J. Poor, doing business under the firm name and style of A. J. Poor Grain Company, *v.* Chicago, Burlington & Quincy Railway Company; Union Pacific Railroad Company; and Southern Pacific Company. (12 I. C. C. Rep., 418.)

158. The published rate governing transportation between two given points, so long as it remains uncanceled, is as fixed and unalterable either by the shipper or by the carrier as if that particular rate had been established by a special act of the Congress. When regularly published, it is no longer the rate imposed by the carrier, but the rate imposed by the law.
159. Regardless of the rate quoted or inserted in a bill of lading, the published rate must be paid by the shipper and actually collected by the carrier. The failure on the part of the shipper to pay or of the carrier to collect the full freight charges, based upon the lawfully published rate for the particular movement between two given points, constitutes a breach of the law and will subject either one or the other, and sometimes both, to its penalties. Not even a court may interfere with a published rate or authorize a departure from it when it has voluntarily been established by the carrier.
160. While shippers largely rely upon the rates quoted by freight agents and billing clerks, the law charges them with knowledge of the lawful rates. And they will not be heard, before this Commission, to claim

the benefit of a lower than the lawful rate on the ground that some railroad clerk has made a mistake in quoting a lower rate for a particular shipment. To permit shippers to impute negligence to carriers in quoting rates and on that ground to enjoy the rate quoted instead of paying the lawfully published rate would open a way for the payments of rebates and might, in practical results, work a repeal of the law.

161. If a carrier, contrary to shipper's instructions, forwards cars by a more expensive instead of a cheaper route, or, without any instructions, sends the cars by the more expensive route, such action is *prima facie* without justification and constitutes a fair basis for reparation; but if the shipper gives definite instructions to move the cars by the more expensive route, the carrier is relieved of the obligation to forward by the cheaper route. *Pankey v. R. & D. R. Co.*, 3 I. C. C. Rep., 33, cited and approved.
 162. Shippers along the line of an interstate carrier are entitled to have their products moved in either direction at reasonable rates, and the Commission can not agree that a carrier may establish prohibitive rates on any commodity on the ground that it is not desirable traffic for that carrier.
 163. A wheat rate of 75 cents per 100 pounds from Nebraska common points to California terminals *via* the C., B. & Q. Ry. through Denver and thence *via* the Union Pacific and Southern Pacific railroads to destination is unreasonable and excessive. It is manifestly so as compared with the through rate of 55 cents on corn over that route, and a through rate of 55 cents on both corn and wheat from Nebraska points *via* the Union Pacific and Southern Pacific to those destinations. Any rate on wheat over the route in question from these points of origin to California terminals in excess of 65 cents per 100 is unreasonable, and complainant is entitled to reparation on his shipments on that basis, but is not entitled to an order of reparation on his shipment to Reno, Nev.
- Dallas Freight Bureau *v.* Missouri, Kansas & Texas Railway Company; St. Louis Southwestern Railway Company; St. Louis & San Francisco Railroad Company; Texas & Pacific Railway Company; St. Louis, Iron Mountain & Southern Railway Company; Atchison, Topeka & Santa Fe Railway Company; Chicago, Rock Island & Pacific Railway Company, and Chicago, Rock Island & Gulf Railway Company. (12 I. C. C. Rep., 427.)
164. Traffic moves from interstate points to destinations in the Texas common point territory under a system of rates that obtains in no other part of the United States of equal extent. In general all points in this vast area take the same rates from any given point of origin on or east of the Missouri and Mississippi rivers. A change in the rates to one common point necessarily involves an extensive disturbance of rates to other common points or must tend to disrupt the common-point system upon which commercial conditions in Texas are based. A controversy that questions the reasonableness of rates to one common point ought therefore to be presented in all its aspects and receive the fullest consideration before action is taken.
 165. The Commission is authorized under the act to order a reduction in rates only when upon complaint made it is of the opinion that such rates are unjust, or unreasonable, or unjustly discriminatory, or unduly preferential. Complainants must therefore prove the issues that they raise by competent testimony or make out a *prima facie* case sufficiently clear and strong as to require the Commission in the public interest to enter upon an investigation of its own to ascertain the merits of the complaint. Neither of these requirements is satisfied by a comparison, without any other showing, of the rates complained of, from St. Louis to Dallas, with rates between points in other and distant localities where different physical, competitive, and traffic conditions exist.
 166. Under its rules and practice shippers have ample opportunity for personally laying their troubles before the Commission and thus showing the actual results of the rates complained of upon their business. Upon a complaint in which no person directly interested in such rates appeared as a witness and the only testimony offered

was that of the secretary of a freight bureau having no personal knowledge of the effect of the rates upon the merchants dealing in the commodities involved and whose testimony is limited to a comparison of the rates attacked with rates on the same commodities for equal distances in other parts of the country, where the traffic is much more dense, the net revenues per mile greater, and where the other transportation conditions are entirely different: *Held*, That the record discloses no sufficient basis for an order by the Commission. The complaint is therefore dismissed, without prejudice.

W. R. Grace and W. R. Staton, doing business under the name of Albany Produce Company, *v.* Chicago, Burlington & Quincy Railway Company. (12 I. C. C. Rep., 434.)

167. Complaint drew in question the reasonableness of rate on coal of \$1.25 per ton from Centerville district, Iowa, to Albany, Mo., in itself and as compared with coal rate to St. Joseph, Mo. After case was submitted the rate to Albany was reduced to \$1 per ton. As the record failed to show that the \$1.25 rate was unreasonable in itself, or that the present rate of \$1 is excessive, or that the facts and circumstances disclose unjust discrimination, the complaint is dismissed.

M. H. Eichberg and M. L. Hirsch, trading as Paper Mills Company, *v.* Pennsylvania Railroad Company; Richmond, Fredericksburg & Potomac Railroad Company; Atlantic Coast Line Railroad Company; Seaboard Air Line Railway; Southern Railway Company, and Louisville & Nashville Railroad Company. (12 I. C. C. Rep., 438.)

168. Upon the circumstances disclosed by the record, *Held*, that defendants' refusal to apply their carload rates to shipments of wrapping paper and paper bags in mixed carloads is not unlawful.

Cudahy Packing Company *v.* Chicago & Northwestern Railway Company. (12 I. C. C. Rep., 446.)

169. Defendant's right to exact demurrage charges from complainant on cars used by defendant in transporting complainant's traffic while the cars are standing on a siding owned and operated by defendant, which was constructed by it for the sole use of complainant, is not affected by the fact that the cars are owned by the latter.

John F. Harth, Joseph Harth, Leopold Harth, James A. Rudy, and William F. Paxton, doing business under the firm name and style of Harth Brothers Grain Company, *v.* Illinois Central Railroad Company, Southern Railway Company, and Atlantic Coast Line Railroad Company; A. Waller & Company, a corporation, *v.* Illinois Central Railroad Company, Southern Railway Company, Nashville, Chattanooga & St. Louis Railway, St. Louis & San Francisco Railroad Company, and Central of Georgia Railway Company; A. Waller, T. B. Young, J. K. Waller, and M. T. Dyer, doing business under the firm name and style of Waller, Young & Company, *v.* Illinois Central Railroad Company, Southern Railway Company, St. Louis & San Francisco Railroad Company, Nashville, Chattanooga & St. Louis Railway, and Central of Georgia Railway Company. (12 I. C. C. Rep., 448.)

170. For several years defendants maintained uniform rates on shipments of grain and kindred products to Atlanta, Ga., and points beyond, from a group of towns on their lines beginning on the north with Henderson and Uniontown, Ky., and including Morganfield, Henshaw, Corydon, Grove Center, and other near-by points; but on December 15, 1904, defendants increased the rates to said destination points by adding 4 cents per 100 pounds on all shipments originating at any point in the group described except Henderson and Uniontown. This gave to Henderson and Uniontown lower rates than those applicable from the intermediate points. On April 5, 1905, defendants canceled the increased rates from the intermediate points, restoring the former rates, and thus again putting all points in this group upon an equal rate basis. Complainants filed petitions to obtain reparation on their shipments of hay and grain made from said points under the increased rates. Defendants stipulated that they would submit to a reparation order on the basis of 3 cents per 100 pounds on all shipments made during the period of the effective-

ness of the higher rates. Upon that basis final adjustment of the controversy was agreed to, and reparation orders aggregating \$1,333.28 were entered.

The Enterprise Manufacturing Company; The Monroe Cotton Mills, and the Graniteville Manufacturing Company *v.* Georgia Railroad Company; Central of Georgia Railway Company; Southern Railway Company; Atlantic Coast Line Railroad Company; Atlanta & West Point Railroad Company; Western & Atlantic Railroad Company; Western Railway of Alabama; Charleston & Western Carolina Railway Company; Columbia, Newberry & Laurens Railroad Company; Chesapeake & Ohio Railway Company; Illinois Central Railroad Company; Louisville & Nashville Railroad Company; Nashville, Chattanooga & St. Louis Railway Company; Seaboard Air Line Railway; Mobile & Ohio Railroad Company; Texas & Pacific Railway Company; Missouri, Kansas & Texas Railway Company; Atchison, Topeka & Santa Fe Railway Company; Southern Pacific Company; Great Northern Railway Company; Northern Pacific Railway Company; Union Pacific Railroad Company; Oregon Railroad & Navigation Company; Oregon Short Line Railroad Company; Canadian Pacific Railway Company; Great Northern Steamship Company, and Occidental & Oriental Steamship Company. (12 I. C. C. Rep., 451.)

171. Natural advantages of location are neither to be enlarged nor minimized by the Commission, whose duty and purpose is to secure just and reasonable transportation rates, as nearly equal as possible for all localities and individuals, having due regard to differences in circumstances and conditions.
172. The Commission having upheld a rate of \$1.15 per one hundred pounds on cotton goods from southern cotton mills to Pacific ports, in *Enterprise Manufacturing Company v. Georgia R. R. Co. et al.*, 12 I. C. C. Rep., 149, and held a rate ten cents higher to Asiatic ports from the same points to be reasonable in *China & Japan Trading Company v. Georgia R. R. Co. et al.*, 12 I. C. C. Rep., 272, the latter case is followed and the rate of \$1.25 per one hundred pounds under present conditions again approved.
173. A rate which is advanced as the result of an agreement among carriers, even if such agreement be with color of violation of the Anti-trust Act, will not on that ground alone be declared unreasonable; evidence of such violation is pertinent and must be considered, but the existence of such an unlawful agreement, even when proved, is not conclusive of the unreasonableness of the rates so advanced.

The Farmers Warehouse Company *v.* Louisville & Nashville Railroad Company. (12 I. C. C. Rep., 457.)

174. Upon full hearing of this complaint and consideration of the matter submitted, it is the opinion of the Commission that the rate of 22 cents per 100 pounds applying on shipments of salt in carloads from New Orleans, La., to Cullman, Ala., is unduly excessive, unreasonable and unjust, and that a rate of 20 cents per 100 pounds for such transportation would be reasonable and just.
175. It does not follow, as a matter of course, where the Commission finds that the ends of justice require the reduction of a rate complained of that reparation must be ordered on shipments previously made. Complainant's claim for reparation on shipments made prior to filing of the complaint denied, but he will be allowed reparation on any shipments he may have made since the filing of complaint in so far as the charges thereon exceed the rate of 20 cents per 100 pounds, and this proceeding will be held open to allow complainant opportunity to present such claim and proofs.

Lead Commercial Club *v.* Chicago & Northwestern Railway Company and Chicago, Burlington & Quincy Railway Company: (12 I. C. C. Rep., 460.)

176. At hearing of complaint it was disclosed that substantial reductions in rates on all classes of commodities from Chicago and Omaha to Lead (about which complaint was made) were made in tariffs in press. It also appeared that the building of new lines had injected into the situation a competition which would probably affect further reduction. Tariffs filed subsequent to the hearing and prior to ren-

dering decision contained the reductions referred to, and in view of them and the probable effect of the new competition, it is held that under the circumstances and upon the record in this case no order changing the rates will now be made. Complaint dismissed.

Frank Wiemer and E. G. Rich, doing business under the firm name of Wiemer & Rich, *v.* Chicago & Northwestern Railway Company; Chicago, St. Paul, Minneapolis & Omaha Railway Company, and Peoria & Pekin Terminal Railway Company. (12 I. C. C. Rep., 462.)

177. Minimum weights applying on shipments of hay, Ledyard, Iowa, to Minneapolis, Minn., are, for cars 30 feet and under, 16,000 pounds; cars over 30 feet to and including 32 feet, 18,000; cars over 32 feet to and including 34 feet, 19,000; cars over 34 feet and less than 36 feet, 20,000, and for cars 36 feet and over, 22,000 pounds. Ledyard, Iowa, to Pekin, Ill., cars 34 feet in length and under, 15,000 pounds; over 34 feet, 20,000 pounds. From Ledyard and other northern Iowa points to Chicago, the minimum weight for cars 34 feet and under is 15,000 pounds; for cars over 34 feet, 20,000 pounds: *Held*, That defendant's rules and regulations, fixing minimum weights on baled hay, Ledyard to Pekin, are not unreasonable or unjust. *Held further*, That the rules and regulations at present enforced by defendant companies governing carload minimums applicable to shipments of hay from Ledyard, Iowa, to Minneapolis, Minn., are unreasonable and unjust; that the rules and regulations applicable to such shipments from Ledyard to Chicago are reasonable and just and should be applied to shipments destined to Minneapolis.

178. It is not reasonable that carriers unable to supply shippers with sufficient cars of large or average capacity should make such minimum loading requirements as can not be practically complied with as to the smaller cars in order that they may obtain as much earnings from shipments therein as from those in the larger and superior cars.

Cambria Steel Company *v.* Great Northern Railway Company. (12 I. C. C. Rep., 466.)

179. On March 13, 14, and 17, 1906, complainant shipped 1,560,340 pounds of steel rails from Johnstown, Pa., to Seattle, Wash., with freight charges at the rate of \$13 per gross ton, aggregating \$9,746.52, assessed under the rules prescribed by the Master Car Builders' Association, which are enforced by the initial carrier, the Baltimore & Ohio Railroad Company, prohibiting the loading of 60-foot steel rails on twin cars to a greater weight than 75 per cent of the marked capacity of the cars. Upon arrival of shipments at destination additional charges of \$2,779.40 were collected by the defendant, covering that part of the haul from Kankakee to Seattle, under its rule providing that the minimum carload weight should be the marked capacity of the car.

Held, That the rule or regulation of the defendant company, whereby freight charges were collected upon a higher minimum loading requirement than the practice of the carriers governed by the Master Car Builders' Association rules would permit, was unreasonable and unjust. This rule having been modified subsequent to the movement of the shipments in question, no order is made in regard thereto. Complainants awarded reparation in the sum of \$2,433.04, on account of unreasonable charges collected on shipments specified herein.

A. J. Poor, doing business under the firm name and style of A. J. Poor Grain Company, *v.* Chicago, Burlington & Quincy Railway Company; Union Pacific Railroad Company; and Southern Pacific Company. (12 I. C. C. Rep., 469.)

180. A lawfully published schedule speaks with equal authority to the shipper and the carrier, and both are chargeable with notice of the rate and of the route over which a rate is made applicable.

181. When responding to an inquiry by a shipper, a mistake made by a carrier either as to the rate or the route will not excuse the carrier from collecting the lawful rate or the shipper from paying it.

Loup Creek Colliery Company *v.* Virginian Railway Company (formerly the Deepwater Railway Company), and Chesapeake & Ohio Railway Company. (12 I. C. C. Rep., 471.)

182. The complainant, located at Page, W. Va., on the Virginian Railway, 9 miles from its junction with the Chesapeake & Ohio, applies for the establishment of through routes and joint rates, with divisions thereof, for the transportation, in carloads, of coal and coke over these two roads, from Page to destinations on the Chesapeake & Ohio outside of West Virginia, such rates in no case to exceed those applied by the Chesapeake & Ohio from the junction point of the two roads and from other points on the line of the last-mentioned carrier in the same rate group. It is conceded that there is now reasonable and satisfactory through movement and handling of through shipments of the traffic involved, and that the through routes are asked for only for the purpose of supporting the application for joint through rates and divisions of the same, it not being shown that either the combination rates applying via the two roads from Page or the Chesapeake & Ohio rates from points on its line are unreasonable, and it further appearing that to make such an order would result in compelling the Chesapeake & Ohio to either discriminate between patrons in the rate group served by it or to reduce its rates materially on an important part of its traffic: Application denied.
183. The law does not require the Commission in all cases where no through routes and joint rates exist to establish them, but only empowers it to do so in proper cases with the manifest intent of giving effect to the general purposes of the act to regulate commerce by securing reasonable facilities to the public and preventing unreasonable and unjust rates, practices, and discriminations, and in the exercise of this authority the Commission is bound by the same considerations of justice and fairness as it is in the exercise of the rate-making power in other respects.
184. Where neither the interests of the public nor the ends of justice as between the parties directly interested will be promoted by the establishment of through routes and joint rates and divisions thereof, a proper case for the exercise of the authority invoked has not been shown.
185. Disparity in rates between points on different roads serving shippers of coal in the same territory does not necessarily constitute such inequality as to justify the establishment of joint through rates from points on the road farthest removed from the destination points on the basis of rates from points on the other road at the expense of the latter, especially when its rates are not shown to be unreasonable.
186. A through rate for transportation over a line composed of two or more separate roads greater than would be reasonable and sufficient if the same transportation were over a single road is not in all cases unjust.

Laning-Harris Coal and Grain Company *v.* Atchison, Topeka and Santa Fe Railway Company; Laning-Harris Coal and Grain Company *v.* Atchison, Topeka and Santa Fe Railway Company. (12 I. C. C. Rep., 479.)

187. After the arrival, and usually after sale, of grain transported in carloads by defendant to Kansas City, owners direct delivery to points on the lines of other carriers which assess a switching charge which defendant collects for and pays to said other carriers. Complainant alleges that defendant's published rate on grain to Kansas City includes delivery at any point in Kansas City desired by shipper, whether on the line of defendant or on the lines of any other carrier, and that the switching charge is therefore unlawful and unreasonable. *Held*, That the act in specific terms provides that a common carrier shall not be required to give the use of its tracks or terminal facilities to another carrier engaged in like business; that in the absence of tariff provisions to the contrary, the transportation rate shown in a carrier's tariff on a certain commodity to a given point is understood to include delivery only to industries or unloading points located upon its own rails; that if consignee or owner of shipment desires delivery to point located on the line of another carrier he must pay the lawful charge for such service. Complaint dismissed.

The A. M. Fellows Coal and Material Company v. Missouri Pacific Railway Company. (12 I. C. C. Rep., 481.)

188. While complaint alleges that rate on coal from mine at Jewett, Kans., to Kansas City, Mo., is unjust and unreasonable, the record shows that the rate is the same as from other mines in the same field; the same as that on competing railroad in the same field and that it is fixed in accordance with an established relation of rates on coal from other producing points to the same market. It also appears that the rate complained of could not be changed without disturbing rates on coal, not only from other neighboring mines, but from all the coal-producing centers the product of which is sent to Kansas City. *Held*, That under the circumstances and conditions Commission is not justified upon the record made in ordering rate changed or declaring it unreasonable. Complaint dismissed.

Missouri and Kansas Shippers' Association v. Missouri, Kansas and Texas Railway Company. (12 I. C. C. Rep., 483.)

189. The Commission is essentially an administrative body, and in the examination of formal complaints ought to get at the real substance of the issue presented unembarrassed by technical considerations.
190. In a proceeding based on an infraction of section 4 of the act, a merely theoretical or paper rate that has not been used and was unknown to the defendant until casually discovered will not be accepted as affording a just basis for an order for reparation on shipments made to an intermediate point at a slightly higher rate.

Morse Produce Company v. The Chicago, Milwaukee & St. Paul Railway Company; Great Northern Railway Company; Chicago & Northwestern Railway Company; and Chicago, Burlington & Quincy Railway Company. (12 I. C. C. Rep., 485.)

191. Defendant Chicago, Milwaukee and St. Paul Railway Company's rate on butter and eggs from Granite Falls, Minn., to Chicago, Ill., is 56 cents per 100 pounds in carload lots. Defendant's rate from Pipestone, Minn., to Chicago, Ill., is 43 cents per 100 pounds in carload lots, although Granite Falls is 41 miles nearer Chicago, but on a different branch of the road. The same rates are in force by defendant Great Northern Railway Company, although Granite Falls is an intermediate point between Pipestone and Chicago on the line made by the Great Northern Railway and its connections. *Held*, defendant Chicago, Milwaukee and St. Paul Railway Company's rate of 56 cents per 100 pounds on butter and eggs in carload lots from Granite Falls to Chicago is unreasonable and unjust, and should not exceed 43 cents per 100 pounds.

McLaughlin Brothers v. Adams Express Company. (12 I. C. C. Rep., 489.)

192. Defendant's rate per car for the transportation of horses from New York to Columbus is \$200; from Columbus to Kansas City, \$350; from Columbus to St. Paul, \$350. The rate per car from New York to St. Louis is \$300; from St. Louis to Kansas City, \$150; from New York to Chicago, \$250; from Chicago to St. Paul, \$200. Thus the total charge from New York to Kansas City when the shipment is stopped at St. Louis is \$450; when stopped at Columbus, the total charge is \$550. Similarly, the charge from New York to St. Paul is \$450 when the shipment is stopped at Chicago, and \$550 when the shipment is stopped at Columbus. *Held*, defendant's rate of \$350 per car from Columbus to Kansas City and Columbus to St. Paul is unjust and unreasonable, and should not exceed \$250 per car.

J. H. Leonard v. Chicago, Milwaukee & St. Paul Railway Company; Arkansas Fuel Company v. Same; Laning-Harris Coal & Grain Company v. Same; Star Coal Company v. Same; Mayer Coal Company v. Same; Gray-Bryon Coal Company v. Same. (12 I. C. C. Rep., 492.)

193. In the transportation of coal by defendant to Kansas City consignees desire delivery on the lines of other carriers which assess switching charge of \$3 per car. At one time defendant absorbed said switching charge in its transportation charge, later discontinued the practice, and subsequently resumed it. Complaints allege that inasmuch as

defendant indulged in the practice and after discontinuance resumed it that it has committed itself to the unreasonableness of requiring shippers to at any time pay said switching charge, and therefore reparation is asked for switching charges paid during the period when defendant required that such charges should be paid by shippers. The reasonableness of the charge of \$3 per car for the service performed is not attacked, and no substantial showing is made as to the difference in commercial conditions which may have obtained at the different times. *Held*, that to support the contention of complainants in these cases would be to say that transportation charges must in every instance remain at a fixed figure or be reduced by the carrier at the peril of being called upon to respond in damages on all charges that have before that time been collected under the rates so reduced. It is admitted that no discrimination as between shippers was indulged in in the application of the tariff charges and no showing is made in these cases that the tariff charges were unjust or unlawful. Complaints dismissed.

Commercial Club of Santa Barbara, California, *v.* Southern Pacific Company; Union Pacific Railroad Company; Atchison, Topeka & Santa Fe Railway Company; Missouri Pacific Railway Company; Denver & Rio Grande Railroad Company; and Rio Grande Western Railway Company. (12 I. C. C. Rep., 495.)

194. Complainant asked that Santa Barbara, Cal., be given the benefit of terminal rates on westbound transcontinental shipments, and based its petition upon the contention that the transportation conditions and circumstances obtaining in that city are similar to those which exist at other Pacific coast cities in California to which such rates are voluntarily extended by the rail carriers; *Held*, that, from the facts disclosed by the record there is no real, potential, compelling competition between the transcontinental rail carriers and those carrying similar traffic by water which affects directly the rail rates obtaining at Santa Barbara, and that the complaint should be dismissed.

Coffeyville Vitrified Brick & Tile Company *v.* St. Louis & San Francisco Railroad Company and Chicago, Rock Island & Pacific Railway Company. (12 I. C. C. Rep., 498.)

195. This Commission can make no general ruling that through rates must not exceed the sum of the locals; each case must be disposed of upon its own merits.

INDEX TO POINTS DECIDED BY THE COMMISSION DURING THE YEAR.

[The numbers refer to the corresponding headnotes. For example: The number 7, found under the head of Commodity Rates in this index, refers to the paragraph of that number in the foregoing statement of Points Decided by the Commission During the Year.]

ANTITRUST ACT.

104, 149, 173.

BAGGAGE EXPRESS.

16, 17, 18.

BASING POINTS.

101, 144.

BILLS OF LADING.

159, 160, 161.

CARETAKERS.

6.

CARLOADS, MIXED.

168.

CARS.

(See Preference or Advantage; Reasonable Rates.)

154, 177, 178, 179.

CLASSIFICATION.

(See Preference or Advantage.)

33, 87, 96.

COAL RATES.

(See Reasonable Rates; Preference or Advantage; Unjust Discrimination.)

12, 28, 51, 82, 98, 154, 188.

COMBINATION RATES.

(See Reasonable Rates.)

56, 111, 116, 117, 134.

COMBINATIONS AND CONSOLIDATIONS OF CARRIERS.

120, 148.

COMMODITY RATES.

7, 137.

COMPETITION.

(See Long and Short Haul Section; Water Competition.)

25, 41, 49, 106, 129.

COMPRESSION IN TRANSIT.

127, 128, 129, 147.

CONCESSION OF RELIEF.

23, 34, 47, 52, 53, 55, 62, 63, 65, 66, 67, 81, 82, 88, 90, 112, 122, 167, 176.

CONTRACTS

1, 2, 3, 93.

COST OF SERVICE.

43.

DEMURRAGE.

22, 77, 169.

DIFFERENTIALS.

10, 28, 68, 130, 131, 132.

DIVISIONS OF RATES.

9, 111.

ELEVATOR CHARGES.

35, 36, 37, 38, 40.

EMBARGOES.

123, 124, 125.

EXPORT RATES.

138, 139.

EXPRESS COMPANIES.

45, 84, 85, 86.

FOURTH SECTION, CONSTRUCTION OF.

(See Long and Short Haul Section.)

FREE PASSES AND FREE TRANSPORTATION.

1, 2, 3, 5, 6, 7, 8, 16, 17, 18, 85.

GROUP RATES.

(See Reasonable Rates.)

97, 106, 107, 141, 153.

JOINT RATES.

9, 13, 14, 64, 69, 70, 71, 72, 73, 111, 116, 134, 135, 136, 158, 159, 160, 161, 162, 163.

JURISDICTION OF COMMISSION.

5, 16, 17, 18, 36, 58, 59, 75, 76, 83, 86, 109, 117, 119, 124, 126.

LOCATION.

(See Long and Short Haul Section; Preference or Advantage.)

LONG AND SHORT HAUL SECTION.

15, 82, 101, 144, 170, 190, 194.

NEWSPAPER EMPLOYEES.

5, 6, 7, 8.

PARTY RATES.

39.

PASSENGERS.

1, 2, 3, 5, 6, 7, 8, 16, 17, 18, 39, 85, 102, 108, 109, 110.

PRACTICE.

78, 79, 100, 105, 165, 166, 189.

PREFERENCE OR ADVANTAGE.

15, 89, 101, 108, 109, 110, 128, 129, 153, 171, 172, 188, 192, 193, 194.

PREJUDICE OR DISADVANTAGE.

(See Preference or Advantage.)

RATE MAKING.

(See Reasonable Rates.)

REASONABLE RATES.

4, 9, 10, 12, 13, 15, 19, 20, 21, 23, 24, 26, 28, 29, 30, 31, 42, 43, 44, 45, 48, 49, 50,
51, 52, 53, 54, 56, 68, 74, 77, 86, 87, 92, 94, 95, 97, 98, 99, 100, 101, 102, 103,
104, 105, 106, 107, 111, 115, 116, 121, 133, 137, 138, 139, 140, 143, 146, 148,
149, 150, 151, 152, 153, 155, 156, 162, 163, 164, 165, 166, 167, 174, 175, 176,
188, 191, 192, 194, 195..

REBATES.

37, 38.

RECIPROCAL DEMURRAGE.

22.

RECONSIGNMENT PRIVILEGE.

74, 91, 93.

REFRIGERATOR CHARGES.

76, 77.

REHEARINGS.

80, 113.

RELATIVE RATES.

(See Reasonable Rates.)

REPARATION.

4, 10, 11, 27, 31, 46, 57, 64, 82, 83, 93, 100, 124, 125, 157, 163, 170, 175, 179.

ROUTING OF FREIGHT.

161.

STATE RAILROAD COMMISSIONS.

117.

STATIONS.

58, 59, 60, 61.

STOPPAGE IN TRANSIT.

91, 126, 127, 128, 129.

SWITCHES.

83, 88, 118, 187, 193.

TARIFFS.

73, 75, 76, 130, 131, 132, 158, 159, 160, 180, 181.

TELEGRAPH SERVICE.

1.

THROUGH ROUTES.

9, 13, 14, 64, 69, 70, 71, 72, 73, 111, 116, 134, 135, 136, 158, 159, 160, 161, 162, 163,
182, 183, 184, 185, 186, 187, 195.

TICKETS.

(See Passengers.)

UNJUST DISCRIMINATION.

37, 38, 40, 41, 51, 52, 53, 54, 68, 77, 87, 97, 103, 114, 116, 123, 142, 145, 146, 154, 167.

WATER COMPETITION.

(See Long and Short Haul Section; Preference or Advantage.)

15, 144.

WEIGHT.

(See Classification; Reasonable Rates.)

121, 122, 177, 178, 179.

APPENDIX C.

FORMAL PROCEEDINGS INSTITUTED BEFORE THE COMMISSION
DURING THE YEAR.

**FORMAL PROCEEDINGS INSTITUTED BEFORE THE COMMISSION
DURING THE YEAR.**

937. Pittman and Harrison Company *v.* Missouri, Kansas and Texas Railway Company and others.
Violation of sections 1, 2, and 3 in rate on animal and poultry food in less than carload lots from Sherman, Tex., to Vicksburg, Miss.
December 3, 1906. Complaint filed.
December 13, 1906. Answers filed.
November 1, 1907. Order of dismissal entered.
938. Gray Bryan Coal Company *v.* Missouri Pacific Railway Company.
Violation of section 1 in rate on carload of coal from Russellville, Ark., to Kansas City, Mo.
December 3, 1906. Complaint filed.
February 21, 1907. Order of discontinuance entered.
939. Cattle Raisers' Association of Texas and others *v.* Chicago, Burlington and Quincy Railroad Company and others.
Violation of sections 1, 2, and 3 in imposing arbitrary terminal charge of \$2 per carload on live stock shipped to Union Stock Yards, Chicago, Ill.
December 3, 1906. Complaint filed.
December 21-26, 1906. Answers filed.
January 7-8, 1907. Hearing.
January 24, 1907. Hearing.
January 25-26, 1907. Hearing.
January 28-29, 1907. Hearing.
May 16, 1907. Hearing.
June 25-28, 1907. Oral argument.
June 26, 1907. Brief filed.
October 21, 1907. Report and order filed.
940. Powhatan Coal and Coke Company *v.* Norfolk and Western Railway Company and others.
Violation of sections 2 and 3 in discrimination in the matter of distribution of cars for shipments of coal.
December 4, 1906. Complaint filed.
December 26, 1906, to February 8, 1907. Answers filed.
June 10, 1907. Hearing.
October 23 to November 7, 1907. Briefs filed.
941. In the Matter of Car Shortage and other Insufficient Transportation Facilities.
December 7, 1906. Order entered.
December 17, 1906. Hearing.
December 18-19, 1906. Hearing.
December 20-21, 1906. Hearing.
January 18, 1907. Hearing.
January 22-23, 1907. Hearing.
February 19, 1907. Report filed.
942. Cedar Rapids and Iowa City Railway and Light Company *v.* Chicago and Northwestern Railway Company.
Violation of sections 1, 2, and 3 in refusing to establish through route and joint rates from Cedar Rapids, Iowa, to Iowa City, Iowa, on shipments originating outside the State.
December 7, 1906. Complaint filed.
December 28, 1906. Intervening petition filed.
January 2, 1907. Answer filed.
January 29, 1907. Hearing.
September 4 to October 14, 1907. Briefs filed.

943. In the Matter of Consolidations and Combinations of Carriers, Relations Between Such Carriers, and Community of Interests Therein, Their Rates, Facilities, and Practices.
 November 15, 1906. Order entered.
 January 4-5, 1907. Hearing.
 January 9-10, 1907. Hearing.
 January 21, 1907. Hearing.
 January 24-25, 1907. Hearing.
 January 29-31, 1907. Hearing.
 February 7-8, 1907. Hearing.
 February 25-28, 1907. Hearing.
 April 4-5, 1907. Oral argument.
 July 17, 1907. Report filed.
944. *The Peabody Coal Company v. Baltimore and Ohio Railroad Company.*
 Violation of sections 2 and 3 in failure to supply sufficient cars for shipments of coal near McCuneville, Ohio.
 December 8, 1906. Complaint filed.
 December 29, 1906. Answer filed.
 February 11-12, 1907. Hearing.
945. *Texas Cement Plaster Company v. St. Louis and San Francisco Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on wall plaster from Quanah, Tex., to Kansas City and St. Louis, Mo., as compared with the rates from Southard and Cement, Okla.
 December 13, 1906. Complaint filed.
 January 7, 1907. Answer filed.
 February 1, 1907. Hearing.
 February 18 to April 2, 1907. Briefs filed.
 March 25, 1907. Report and order filed.
946. *Bartlett Commission Company v. Illinois Central Railroad Company and others.*
 Violation of sections 1, 2, and 3 in discriminating against East St. Louis in reconsignment charge on shipments of hay from Cairo, Ill., to points in States south of Kentucky and Virginia and east of the Mississippi River.
 December 13, 1906. Complaint filed.
 January 2 to 8, 1907. Answers filed.
 February 7-9, 1907. Hearing.
 February 9, 1907. Amended answers filed.
947. *McRae Grocery Company and others v. Southern Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on various kinds and classes of freight articles from New York, Boston, Philadelphia, Baltimore, and other points to McRae and Helena, Ga.
 December 13, 1906. Complaint filed.
 January 3 to 23, 1907. Answers filed.
 April 8, 1907. Report filed.
 April 8, 1907. Order of dismissal entered.
948. *The S. P. Wetherill Company v. Pennsylvania Railroad Company and others.*
 Violation of sections 1, 2, 3, and 4 in rates on earth paint of home manufacture from Philadelphia, Pa., to Cleveland, Detroit, Cincinnati, Indianapolis, Louisville, Milwaukee, Chicago, and St. Louis.
 December 13, 1906. Complaint filed.
 December 28, 1906. Answers filed.
 December 29, 1906. Order of dismissal entered.
949. *Dallas Freight Bureau v. Missouri, Kansas and Texas Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on various commodities from St. Louis, Mo., to Dallas, Tex., and excessive minimum carload weights.
 December 15, 1906. Complaint filed.
 December 27, 1906. Supplementary petition filed.
 December 29, 1906, to April 15, 1907. Answers filed.
 March 12, 1907. Hearing.
 April 1 to 12, 1907. Briefs filed.
 July 10, 1907. Report and order filed.

950. *New York Team Owners' Association v. Southern Pacific Company.*
Violation of sections 2 and 3 by discriminating in favor of truck owners in matter of loading freight at station in New York City.
December 15, 1906. Complaint filed.
January 26, 1907. Answer filed.
April 18-19, 1907. Hearing.
May 15 to 31, 1907. Briefs filed.
June 17, 1907. Report and order filed.
951. *George J. Kindel v. New York, New Haven and Hartford Railroad Company and others.*
Violation of sections 1, 2, 3, and 4 in rates on various kinds and classes of freight to Denver, Colo., from New York, Chicago, St. Louis, Omaha, and other points.
December 18, 1906. Complaint filed.
January 3 to February 28, 1907. Answers filed.
January 21-22, 1907. Hearing.
January 21 to March 2, 1907. Intervening petitions filed.
February 13, 1907. Amended complaint filed.
February 28, 1907. Second amendment to complaint filed.
March 11 to April 15, 1907. Answers to amended complaints filed.
May 20, 1907. Amended petition in intervention filed.
May 30, 1907. Answer to intervening petition filed.
June 1 to August 14, 1907. Briefs filed.
952. *Enterprise Transportation Company v. Pennsylvania Railroad Company and others.*
Violation of sections 1, 2, and 3 through refusal to establish and maintain through routes and joint rates for interstate transportation of fish from Jamestown, R. I., to Philadelphia, Pa.
December 21, 1906. Complaint filed.
January 8 to 25, 1907. Answers filed.
May 10, 1907. Hearing.
May 27 to June 21, 1907. Briefs filed.
June 13, 1907. Oral argument.
July 8, 1907. Report and order filed.
953. *Miller Brothers v. Atchison, Topeka and Santa Fe Railway Company.*
Violation of sections 1, 2, 3, and 4 in rates on hogs and cattle in carloads from Bliss, Okla., to Kansas City and St. Joseph, Mo.
December 21, 1906. Complaint filed.
May 27, 1907. Report filed.
May 27, 1907. Order of dismissal entered.
954. *Muskogee Commercial Club and Muskogee Traffic Bureau v. Missouri Kansas and Texas Railway Company.*
Violation of sections 1, 2, and 3 in discriminating against Muskogee in favor of McAlester in the matter of compression of cotton in transit, creating serious car shortage at Muskogee.
December 21, 1906. Complaint filed.
January 2, 1907. Answer filed.
February 4-5, 1907. Hearing.
May 4 to July 8, 1907. Briefs filed.
July 8, 1907. Report and order filed.
955. *Omaha Grain Exchange v. Union Pacific Railroad Company.*
Violation of sections 1, 2, and 3 in unreasonable advance in carload rates on grain from Council Bluffs, Iowa, to Omaha and South Omaha, Nebr.
December 26, 1906. Complaint filed.
January 14, 1907. Answer filed.
February 11, 1907. Hearing.
March 2, 1907. Briefs filed.
March 25, 1907. Report and order filed.
956. *Home Lumber Company v. Philadelphia, Baltimore and Washington Railroad Company and others.*
Violation of sections 1, 2, and 3 in charge on carload shipments of lumber from Landover, Md., via Washington, D. C., to Hyattsville, Md.
December 27, 1906. Complaint filed.
January 25 to 29, 1907. Answers filed.
February 6, 1907. Hearing.
April 1, 1907. Order of discontinuance entered.

957. *Holcomb-Hayes Company v. Illinois Central Railroad Company.*
 Violation of sections 1, 2, and 3 in rate on cross-ties from Hopkinsville, Ky., to Herrin and Pawnee Junction, Ill.
 December 28, 1906. Complaint filed.
 January 21, 1907. Answer filed.
 April 29, 1907. Report and order filed.
958. *Blackwell Milling and Elevator Company v. Missouri, Kansas and Texas Railway Company.*
 Violation of sections 1, 2, 3, and 6 in rates on flour and other grain from Blackwell, Okla., to Coweta, Prior Creek, and Broken Arrow, Ind. T.
 December 28, 1906. Complaint filed.
 January 14, 1907. Answer filed.
 January 31, 1907. Hearing.
 March 7, 1907. Report and order filed.
959. *Southern Grocery Company and others v. Georgia Northern Railway Company of Georgia and others.*
 Violation of sections 1, 2, and 3 in rates on various classes of freight from Louisville, Cincinnati, Memphis, Nashville, and St. Louis to Moultrie, Ga.
 December 29, 1906. Complaint filed.
 January 21 to February 6, 1907. Answers filed.
 January 31, 1907. Hearing.
 March 27 to May 15, 1907. Briefs filed.
 May 7, 1907. Oral argument.
 June 24, 1907. Report and order filed.
960. *Board of Trade of Kansas City, Mo., v. Chicago, Burlington and Quincy Railway Company and others.*
 Violation of sections 1, 2, and 3 in reconsignment charge at Kansas City on shipments to points outside the State of Missouri.
 December 31, 1906. Complaint filed.
 January 21 to February 4, 1907. Answers filed.
 April 11-12, 1907. Hearing.
 May 4 to June 10, 1907. Briefs filed.
 June 3, 1907. Report and order filed.
961. *E. L. Rogers and Company v. Philadelphia and Reading Railway Company.*
 Violation of sections 2 and 3 in placing an embargo on interstate shipments of hay consigned to complainants at Philadelphia.
 December 31, 1906. Complaint filed.
 January 21, 1907. Answer filed.
 May 17-18, 1907. Hearing.
 June 19, 1907. Order entered reopening case for further testimony.
 June 26, 1907. Hearing.
 June 26, 1907. Briefs filed.
 June 26, 1907. Hearing.
 July 8, 1907. Report filed.
962. *In the Matter of the Working and Operation of the Block Signal System upon the Baltimore and Ohio Railroad and Southern Railway.*
 January 1, 1907. Order entered.
 January 4-5, 1907. Hearing.
 January 14-15, 1907. Hearing.
 February 23, 1907. Report filed.
963. *City Council of Atchison, Kans., v. Missouri Pacific Railway Company and others.*
 Violation of sections 1, 2, and 3 by discriminating in matter of elevator services at Atchison, Kans., in favor of Kansas City, Mo., Leavenworth and Coffeyville, Kans.
 January 2, 1907. Complaint filed.
 January 21 to 28, 1907. Answers filed.
 February 6-7, 1907. Hearing.
 April 8, 1907. Briefs filed.
 April 29, 1907. Report and order filed.
 June 19, 1907. Order entered extending time when above order is to take effect.
 July 2, 1907. Motion for rehearing filed.
 July 28, 1907. Motion denied.

964. National Petroleum Association *v.* Ann Arbor Railroad Company and others.
Violation of sections 1, 2, and 3 in special commodity rates on petroleum and its products from points in Indiana, Illinois, Pennsylvania, and Iowa to points in Central Freight Association territory.
January 4, 1907. Complaint filed.
January 11 to February 11, 1907. Answers filed.
May 21-25, 1907. Hearing.
June 17 to November 11, 1907. Briefs filed.
November 7-8, 1907. Argument.
965. Farmers' Warehouse Company *v.* Louisville and Nashville Railroad Company.
Violation of sections 1, 3, and 4 in rates on salt from New Orleans, La., to Cullam, Ala.
January 8, 1907. Complaint filed.
January 25, 1907. Answer filed.
July 13, 1907. Hearing.
August 26 to September 19, 1907. Briefs filed.
October 8, 1907. Report and order filed.
December 5, 1907. Supplemental report and order filed.
966. Wisconsin Bridge and Iron Company *v.* Chicago, Milwaukee and St. Paul Railway Company.
Violation of section 1 in advance in rate on iron bridge material for railways between Milwaukee, Wis., and Kansas City, Mo.
January 8, 1907. Complaint filed.
April 1, 1907. Order of discontinuance entered.
967. Producers' Pipe Line Company *v.* St. Louis, Iron Mountain and Southern Railway Company and others.
Violation of sections 1, 2, and 3 in rates on crude oil in tank cars from Nowata, Ind. T., to Corsicana, Denison, Dallas, Fort Worth, and other northern Texas points.
January 12, 1907. Complaint filed.
January 25 to February 4, 1907. Answers filed.
June 10, 1907. Report and order filed.
968. M. L. Rhodes *v.* Missouri, Kansas and Texas Railway Company.
Violation of sections 1, 2, and 3 in rate on carload shipments of cattle from Kiowa, Ind. T., to Kansas City, Mo.
January 12, 1907. Complaint filed.
January 28, 1907. Answer filed.
February 5, 1907. Hearing.
March 18, 1907. Order of dismissal entered.
969. E. M. Wilhoit *v.* Missouri Pacific Railway Company and others.
Violation of sections 1, 2, and 3 in rates on oil in carloads from St. Louis to Joplin, Mo., on shipments originating at Pittsburg, Pa.
January 12, 1907. Complaint filed.
February 18 to April 8, 1907. Answers filed.
April 12, 1907. Hearing.
May 6, 1907. Report and order filed.
970. E. M. Wilhoit *v.* Missouri, Kansas and Texas Railway Company.
Violation of sections 1 and 3 in rates on oil in carloads from Erie, Kans., to Joplin, Mo.
January 12, 1907. Complaint filed.
January 28, 1907. Answer filed.
February 4, 1907. Hearing.
May 6, 1907. Report and order filed.
971. E. M. Wilhoit *v.* Missouri, Kansas and Texas Railway Company and others.
Violation of sections 1 and 3 in rates on oil in carloads from Erie, Kans., to Springfield, Mo.
January 12, 1907. Complaint filed.
January 28 to February 18, 1907. Answers filed.
April 12, 1907. Hearing.
May 27, 1907. Report and order filed.

972. *Mayer Coal Company v. Missouri, Kansas and Texas Railway Company.*
 Violation of section 6 in exacting switching charge of \$6 per carload of coal shipped into Kansas City, while published rate was \$5.
 January 15, 1907. Complaint filed.
 January 28, 1907. Answer filed.
 March 19, 1907. Order of dismissal entered.
973. *The Solvay Process Company v. Delaware, Lackawanna and Western Railroad Company.*
 Violation of sections 2 and 3 in refusing to allow switching charge on private switch at Solvay, N. Y.
 January 15, 1907. Complaint filed.
 February 6, 1907. Answer filed.
 April 23, 1907. Hearing.
 May 29-30, 1907. Hearing.
 June 21-22, 1907. Hearing.
 August 16 to October 31, 1907. Briefs filed.
974. *The Solvay Process Company v. New York Central & Hudson River Railroad Company.*
 Violation of sections 2 and 3 in refusing to allow switching charge on private switch at Solvay, N. Y.
 January 15, 1907. Complaint filed.
 February 6, 1907. Answer filed.
 April 23, 1907. Hearing.
 May 29-30, 1907. Hearing.
 June 21-22, 1907. Hearing.
 August 16 to October 31, 1907. Briefs filed.
975. *Tomlin-Harris Machine Company v. Louisville and Nashville Railroad Company and others.*
 Violation of sections 1, 2, 3, and 4 in rates on pig-iron and coal in carloads from Birmingham, Ala., to Cordele, Ga.
 January 21, 1907. Complaint filed.
 February 9 to 26, 1907. Answers filed.
 April 17, 1907. Hearing.
 May 1, 1907. Report and order filed.
976. *Masurite Explosive Company v. Pittsburgh and Lake Erie Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on masurite from either Masury or Sharon, Pa., to points in various States.
 January 24, 1907. Complaint filed.
 February 14 to 18, 1907. Answers filed.
977. *Fort Smith Traffic Bureau v. Pittsburg, Cincinnati, Chicago and St. Louis Railway Company and others.*
 Violation of sections 1, 2, and 3 in advance in rates on pressed glassware, including tableware, lamps and lamp chimneys, in carload lots from Pittsburg, Pa., and Gas City, Ind., to Fort Smith, Ark., and from St. Louis to Fort Smith, Ark.
 January 30, 1907. Complaint filed.
 February 11 to October 19, 1907. Answers filed.
 October 22, 1907. Hearing. Case dismissed.
978. *E. Sondheimer Company v. Illinois Central Railroad Company and others.*
 Violation of sections 1, 2, and 3 by discriminating against Cairo, Ill., in favor of Memphis, Tenn., in the matter of reconsignment charge on shipments of lumber from points in Mississippi and Louisiana to points in Illinois, Ohio, and Indiana.
 February 2, 1907. Complaint filed.
 February 18, 1907. Answer filed.
 April 23, 1907. Amended complaint filed.
 April 23, 1907. Intervening petition filed.
 April 23, 1907. Hearing.
 May 20, 1907. Answer filed.
 August 29, 1907. Second answer to amended complaint filed.

979. Kalamazoo Tank and Silo Company *v.* Michigan Central Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on silos from Kalamazoo, Mich., to Elkhorn, Wis.
February 4, 1907. Complaint filed.
March 11, 1907. Answer filed.
May 2, 1907. Hearing.
May 13, 1907. Report and order filed.
980. L. Harold Forde *v.* Chicago and Northwestern Railway Company and others.
Violation of sections 1, 2, and 3 in rate on carload shipment of household goods from Early, Iowa, to Walcott, Wyo.
February 4, 1907. Complaint filed.
February 28 to September 12, 1907. Answers filed.
February 12, 1907. Complaint dismissed.
981. The Enterprise Manufacturing Company and others *v.* Georgia Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on cotton goods from Augusta and Monroe, Ga., Graniteville, S. C., via Pacific coast terminals to Shanghai and other points in China and Japan.
February 6, 1907. Complaint filed.
February 18 to April 10, 1907. Answers filed.
April 18-20, 1907. Hearing.
May 14 to 31, 1907. Briefs filed.
May 14, 1907. Oral argument.
October 8, 1907. Report and order filed.
982. The Enterprise Manufacturing Company and others *v.* Georgia Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on cotton goods and cotton waste from Augusta and Monroe, Ga., Graniteville, S. C., to San Francisco, Cal., Seattle and Tacoma, Wash., Portland, Oreg., and Vancouver, B. C.
February 6, 1907. Complaint filed.
February 18 to April 15, 1907. Answers filed.
April 19, 1907. Hearing.
May 1, 1907. Report and order filed.
983. Burnham, Hanna, Munger Dry Goods Company and others *v.* Chicago, Rock Island and Pacific Railway Company and others.
Violation of sections 1, 2, 3, and 4 in rates and classification of first, second, third, fourth, and fifth classes of freight from Atlantic seaboard and other eastern producing territory to Kansas City, St. Joseph, and Omaha.
February 11, 1907. Complaint filed.
February 28 to May 29, 1907. Answers filed.
June 1, 1907. Order bringing in additional defendants entered.
June 12 to July 18, 1907. Answers of new defendants filed.
November 25-26, 1907. Hearing.
November 25 to December 3, 1907. Intervening petitions filed.
984. American Grass Twine Company *v.* Chicago, St. Paul, Minneapolis and Omaha Railway Company and others.
Violation of section 1 in rates on grass twine, floor matting, and grass-twine rugs from St. Paul, Minn., to Boston, Mass.
February 14, 1907. Complaint filed.
March 8 to 21, 1907. Answers filed.
April 18, 1907. Hearing.
May 6, 1907. Report and order filed.
985. George D. Hope Lumber Company *v.* Missouri, Kansas and Texas Railway Company.
Violation of sections 1, 2, 3, and 4 in rates on coal from Mineral, Kans., to Freeman, Mo.
February 14, 1907. Complaint filed.
March 2, 1907. Answer filed.
May 24, 1907. Hearing.
June 17, 1907. Report and order filed.

986. William L. Yetter Wall Paper Company and others *v.* Atchison, Topeka and Santa Fe Railway Company and others.
Violation of sections 1, 2, and 3 in classification of wall paper in Western Classification No. 41.
February 14, 1907. Complaint filed.
March 4 to 21, 1907. Answers filed.
July 5, 1907. Hearing.
October 8, 1907. Order of dismissal entered.
987. William L. Yetter Wall Paper Company and others *v.* New York Central and Hudson River Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on wall paper by reason of unjust classification in Official Classification No. 29.
February 14, 1907. Complaint filed.
March 5 to April 8, 1907. Answers filed.
July 5, 1907. Hearing.
October 8, 1907. Order of dismissal entered.
988. D. J. Eddleman *v.* Midland Valley Railroad Company.
Violation of section 3 by removal of station at Elder, Ind. T.
February 15, 1907. Complaint filed.
March 30, 1907. Answer filed.
November 18, 1907. Hearing.
989. D. M. Payne *v.* Atchison, Topeka and Santa Fe Railway Company.
Violation of sections 1 and 2 in rate on apples from Kansas City, Mo., to El Paso, Tex.
February 15, 1907. Complaint filed.
March 29, 1907. Answer filed.
June 7, 1907. Report and order filed.
990. Campbell Lumber Company *v.* Louisville and Nashville Railroad Company and others.
Violation of sections 1, 2, 3, and 4 in rate on shipments of lumber from Lincoln, Spring Hill, and Minden, La., and Harleyton, Tex., to Ashley, Ill.
February 15, 1907. Complaint filed.
March 11 to April 8, 1907. Answers filed.
April 1, 1907. Order of dismissal entered.
991. Dallas Freight Bureau *v.* Gulf, Colorado and Santa Fe Railway Company and others.
Violation of sections 1, 2, and 3 by advance in rates on slack coal from Arkansas and Indian Territory points and groups to Texas.
February 15, 1907. Complaint filed.
February 23 to March 4, 1907. Answers filed.
March 13, 1907. Hearing.
March 28, 1907. Brief filed.
June 10, 1907. Report and order filed.
992. Eber De Cou *v.* Pennsylvania Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on flour, feed, and grain from Chicago, Ill., to Cleveland, Ohio, Indianapolis, Ind., and points in other States to Pemberton, N. J.
February 18, 1907. Complaint filed.
March 15, 1907. Answer filed.
April 16, 1907. Hearing.
May 1, 1907. Briefs filed.
May 29, 1907. Report and order entered.
993. Cambria Steel Company *v.* Great Northern Railway Company.
Violation of sections 1, 2, and 3 in rates on steel rails from Johnstown, Pa., to Seattle, Wash., because of minimum twin carload weight.
February 19, 1907. Complaint filed.
March 8, 1907. Answer filed.
November 6, 1907. Report and order filed.
994. China and Japan Trading Company (Limited) and others *v.* Georgia Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on cotton goods from Friese, Va., Greensboro, N. C., Graniteville, S. C., Augusta, Ga., New Orleans, La., and other southern points to China and Japan.
February 20, 1907. Complaint filed.
March 7 to April 15, 1907. Answers filed.

994—Continued.

March 15, 1907. Order entered bringing in additional defendants.

April 18–20, 1907. Hearing.

April 18, 1907. Intervening petition filed.

May 14 to 31, 1907. Briefs filed.

June 24, 1907. Report and order filed.

995. *James E. Nield v. Chicago, St. Paul, Minneapolis and Omaha Railway Company.*

Violation of sections 1, 2, and 3 by refusal to construct and maintain side-track connections to coal sheds of complainant located at Sioux Falls, S. Dak.

February 20, 1907. Complaint filed.

March 8, 1907. Answer filed.

May 2, 1907. Hearing.

June 17, 1907. Report filed.

June 24, 1907. Order of dismissal entered.

996. *Barden and Swarthout v. Lehigh Valley Railroad Company.*

Violation of section 1, 2, and 3 by refusal to construct and maintain side-track connections with complainants' property near Geneva, N. Y., except under alleged unreasonable conditions.

February 21, 1907. Complaint filed.

March 28, 1907. Answer filed.

April 26, 1907. Hearing.

May 13 to 27, 1907. Briefs filed.

June 10, 1907. Report and order filed.

997. *Weleetka Light and Water Company v. Fort Smith and Western Railroad Company.*

Violation of sections 1, 2, and 3 by refusal to grant side-track connections at Weleetka, Ind. T.

February 21, 1907. Complaint filed.

• March 19, 1907. Answer filed.

October 22, 1907. Hearing.

November 4, 1907. Report and order filed.

November 5 to 26, 1907. Briefs filed.

998. *Fredonia Linseed Oil Works v. Atchison, Topeka and Santa Fe Railway Company.*

Violation of sections 1, 2, and 3 in rates on linseed-oil cake and ground flaxseed in carloads and linseed-oil cake and ground flaxseed when shipped in mixed carloads from Fredonia, Kans., to San Francisco, Cal., and other Pacific coast terminals.

February 23, 1907. Complaint filed.

March 22, 1907. Answer filed.

999. *National Petroleum Association v. Pennsylvania Railroad Company and others.*

Violation of sections 1, 2, and 3 in through rate on petroleum and its products from Oil City, Pa., to Freeport, Ill.

February 25, 1907. Complaint filed.

March 9 to 16, 1907. Answers filed.

May 13, 1907. Report and order filed.

1000. *Board of Trade of Kansas City, Mo., v. Missouri Pacific Railway Company and others.*

Violation of sections 1, 2, and 3 by discriminating against Kansas City in milling in transit privilege in favor of other points in Kansas and Nebraska.

February 27, 1907. Complaint filed.

April 5, 1907. Answer filed.

1001. *Georgia Edwards v. Nashville, Chattanooga and St. Louis Railway Company and others.*

Violation of sections 1, 2, and 3 by discriminating against colored passengers in transportation facilities.

March 1, 1907. Complaint filed.

March 20, 1907. Demurrer and answer filed.

May 10, 1907. Hearing.

June 6, 1907. Brief filed.

June 8, 1907. Oral argument.

June 24, 1907. Report and order filed.

1002. *Memphis Freight Bureau v. Fort Smith and Western Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on cotton seed from points in Indian Territory and Oklahoma to Memphis, Tenn., as compared with the rate on corn.
 March 5, 1907. Complaint filed.
 March 23 to April 8, 1907. Answers filed.
 April 24, 1907. Hearing.
 April 24, 1907. Petition of intervention filed.
 July 2, 1907. Amended answer filed.
 July 2 to November 5, 1907. Briefs filed.
 November 5, 1907. Oral argument.
 December 9, 1907. Report and order filed.
1003. *William Patten v. Wisconsin Central Railway Company and others.*
 Violation of sections 1, 2, and 3 in rate on carload of lumber from Boyd, Wis., to Palermo, N. Dak.
 March 6, 1907. Complaint filed.
 March 22 to 25, 1907. Answers filed.
1004. *West End Improvement Club v. Omaha and Council Bluffs Railway and Bridge Company and others.*
 Violation of sections 1, 2, and 3 by exacting unreasonable toll from passengers for transportation over bridge between Council Bluffs, Iowa, to Omaha, Nebr.
 March 8, 1907. Complaint filed.
 March 27, 1907. Answers filed.
 April 22, 1907. Order entered bringing in new defendant.
 May 9, 1907. Answer filed.
1005. *Forster Brothers Company v. Duluth, South Shore and Atlantic Railway Company and others.*
 Violation of sections 1, 2, and 3 in rate on cross-ties from Wilcox and Ridge, Mich., to South Chicago, Ill.
 March 9, 1907. Complaint filed.
 April 3, 1907. Answers filed.
 April 24, 1907. Amended complaint filed.
 May 10 to 14, 1907. Answers to amended petition filed.
1006. *In the Matter of Underbilling and Misrepresentation of Freight.*
 March 9, 1907. Order entered.
 March 14, 1907. Hearing.
1007. *Hale-Halsell Grocery Company v. Missouri, Kansas and Texas Railway Company and others.*
 Violation of sections 1, 3, and 4 in rates on sugar in carloads from New Orleans, La., to McAlester and Durant, Ind. T.
 March 11, 1907. Complaint filed.
 March 21, 1907. Answer filed.
 May 1, 1907. Report and order filed.
1008. *The Railroad Commission of Ohio and others v. Hocking Valley Railway Company.*
 Violation of sections 2 and 3 by discrimination in the matter of supplying cars for coal shipments.
 March 12, 1907. Complaint filed.
 March 27, 1907. Answer filed.
 April 25, 1907. Hearing.
 May 15 to June 8, 1907. Briefs filed.
 June 29, 1907. Oral argument.
 July 11, 1907. Report and order filed.
1009. *Railroad Commission of Ohio and others v. Wheeling and Lake Erie Railroad Company.*
 Violation of sections 2 and 3 by discrimination in the matter of supplying cars for coal shipments.
 March 12, 1907. Complaint filed.
 March 27, 1907. Answer filed.
 April 17, 1907. Amendment to answer filed.
 April 24, 1907. Hearing.
 May 15 to June 6, 1907. Briefs filed.
 June 29, 1907. Oral argument.
 July 11, 1907. Report and order filed.

1010. *Chicago and Milwaukee Electric Railroad Company v. Illinois Central Railroad Company and others.*
 Violation of sections 1, 2, and 3 by unjust cancellation of joint through tariff with complainant's electric road, thereby depriving shippers benefit of competition in freight rates.
 March 13, 1907. Complaint filed.
 April 2, 1907. Answers filed.
 May 21, 1907. Hearing.
 June 3, 1907. Amended complaint filed.
 June 3, 1907. Order entered bringing in additional defendant.
 June 24, 1907. Answer of new defendant filed.
 July 3 to 18, 1907. Briefs filed.
 December 2, 1907. Report and order filed.
1011. *The Southwestern Kansas Farmers and Business Mens' League v. Atchison, Topeka and Santa Fe Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on soft coal (lump, nut, and slack) from Rockville and Trinidad, Colo., to Coolidge, Lakin, Garden City, Cimmaron, and Dodge City, Kans.
 March 14, 1907. Complaint filed.
 March 26, 1907. Amended complaint filed.
 March 28, 1907. Answer filed.
 April 8, 1907. Answer to amended complaint filed.
 May 21, 1907. Second amended complaint filed.
 May 21, 1907. Order entered bringing in additional defendants.
 June 5 to 11, 1907. Answers filed.
 July 18, 1907. Hearing.
 October 7, 1907. Order entered granting intervening petition.
 November 11, 1907. Briefs filed.
 November 13, 1907. Argument.
 December 5, 1907. Report and order filed.
1012. *Harth Brothers Grain Company v. Illinois Central Railroad Company and others.*
 Violation of sections 1, 2, 3, and 4 by advance in rate on grain, hay, and other freight of like character from Morganfield, Henshaw, Chapman, Sullivan, Clay, Sturgis, Waverly, Blackford, and Harding, Ky., to Charleston, S. C., Atlanta, Savannah, and other southern points without advancing the rate from Henderson and Uniontown, Ky.
 March 14, 1907. Complaint filed.
 April 3 to 8, 1907. Answers filed.
 October 18, 1907. Report and order filed.
1013. *A. Waller and Company v. Illinois Central Railroad Company and others.*
 Violation of sections 1, 2, 3, and 4 by advance in rate on grain and other freight of like character from Morganfield, Corrydon, Waverly, and Grove Center, Ky., to Atlanta and Brunswick, Ga., La Pine, Ala., Chattanooga, Tenn., and other southern and southeastern points without advancing the rate from Henderson and Uniontown, Ky.
 March 14, 1907. Complaint filed.
 April 3 to 25, 1907. Answers filed.
 October 18, 1907. Report and order filed.
1014. *Waller, Young and Company v. Illinois Central Railroad Company and others.*
 Violation of sections 1, 2, 3, and 4 by advance in rate on grain and kindred freights from Morganfield, Henshaw, and other inland points to Atlanta, Dalton, and Columbus, Ga., Fort Payne, Ala., Nashville, Tenn., and other southern points without advancing rate from Henderson and Uniontown, Ky.
 March 14, 1907. Complaint filed.
 April 3 to 25, 1907. Answers filed.
 October 18, 1907. Report and order filed.

1015. *A. J. Poor Grain Company v. Chicago, Burlington and Quincy Railway Company and others.*
 Violation of section 1, 2, and 3 in rates on wheat from Marquette, Nebr., to Reno, Nev., and from Marquette and Phillips, Nebr., to California terminals as compared with the rates on corn between said points.
 March 15, 1907. Complaint filed.
 April 5 to 12, 1907. Answers filed.
 May 24, 1907. Hearing.
 June 20 to July 2, 1907. Briefs filed.
 July 8, 1907. Report and order filed.
 October 18, 1907. Motion for rehearing denied.
1016. *In the Matter of Alleged Purchase and Sale of Commodities by Express Companies.*
 March 14, 1907. Order entered.
 April 13 to May 7, 1907. Statements of defendants filed.
 October 28-29, 1907. Hearing.
 October 31 to November 1-2, 1907. Hearing.
 November 18-20, 1907. Hearing.
1017. *Loup Creek Colliery Company v. Deepwater Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on coal from mine in the Kanawha district of West Virginia by reason of refusal to establish through routes and joint rates with a certain connecting line.
 March 22, 1907. Complaint filed.
 April 11, 1907. Answers filed.
 May 15-17, 1907. Hearing.
 June 12 to 18, 1907. Briefs filed.
 June 18, 1907. Oral argument.
 November 6, 1907. Report and order filed.
1018. *Sligo Iron Store Company v. Pennsylvania Railroad Company and others.*
 Violation of sections 1, 2, and 3 by charging combination rate on carload of blacksmith's coal from Lilly, Pa., to Potosi, Mo., via East St. Louis as compared with the rate via St. Louis.
 March 22, 1907. Complaint filed.
 April 15 to May 11, 1907. Answers filed.
 May 20, 1907. Order of dismissal entered.
1019. *Henry M. Rau v. Pennsylvania Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on burlap bags from Newark, N. J., to Luray, Stanley, and Greenville, Va., as compared with the rate to Barboursville and Charlottesville, Va.
 March 23, 1907. Complaint filed.
 April 11 to 17, 1907. Answers filed.
 April 19, 1907. Hearing.
 May 2 to June 4, 1907. Briefs filed.
 June 17, 1907. Report and order filed.
1020. *The Territory of Oklahoma v. Missouri, Kansas and Texas Railway Company.*
 Violation of sections 1, 2, and 3 in rates on lumber from Shreveport, La., to Shawnee, Oklahoma City, and other common points in Oklahoma.
 March 29, 1907. Complaint filed.
 April 12, 1907. Answer filed.
1021. *The Manufacturers' Club of Terre Haute v. Louisville and Nashville Railroad Company and others.*
 Violation of sections 1 and 3 in rates on coke in carloads from Middlesboro, Ky., and Norton and Big Stone Gap, Va., to Terre Haute, Ind.
 March 29, 1907. Complaint filed.
 April 17, 1907. Answer filed.
 May 13, 1907. Report and order filed.
1022. *Peter H. Jackson and Company (Incorporated) v. Baltimore and Ohio Railroad Company and others.*
 Violation of sections 1, 2, and 3 by advancing rate on vault or sidewalk glass of the prism variety in carloads from points in Ohio and Pennsylvania to Pacific coast terminals, including San Francisco.
 March 29, 1907. Complaint filed.
 April 13 to May 8, 1907. Answers filed.
 June 17, 1907. Order of dismissal entered.

1023. Buffalo Union Furnace Company and others *v.* Lake Shore and Michigan Southern Railway Company and others.
Violation of sections 1, 2, and 3 by refusing to allow a reasonable charge for switching services performed by complainant at Buffalo, N. Y.
April 3, 1907. Complaint filed.
April 23 to June 13, 1907. Answers filed.
June 18, 1907. Hearing.
October 30, 1907. Hearing.
November 21, 1907. Brief filed.
1024. McRae Terminal Railway *v.* Southern Railway Company and others.
Violation of sections 1, 2, and 3 by refusing to construct and maintain physical connections with complainant's line of railway.
April 3, 1907. Complaint filed.
April 17 to 24, 1907. Answers filed.
May 8, 1907. Hearing.
June 6 to 19, 1907. Briefs filed.
June 24, 1907. Report filed.
October 7, 1907. Order entered reopening case.
October 17, 1907. Hearing.
November 11, 1907. Supplemental report and order filed.
1025. Omaha Cooperaage Company *v.* Nashville, Chattanooga and St. Louis Railway Company and others.
Violation of sections 1, 2, and 3 in rates on ship staves, headings, and cooperaage material from Hollow Rock, Tenn., and points adjacent to South Omaha, Nebr.
April 3, 1907. Complaint filed.
April 17 to 22, 1907. Answers filed.
April 30, 1907. Hearing.
April 25 to June 10, 1907. Briefs filed.
June 24, 1907. Report and order filed.
1026. Richmond Chamber of Commerce *v.* Chesapeake and Ohio Railway Company.
Violation of sections 2 and 3 in rates on domestic lump coal and steam run of mine coal to Richmond, Va., from Kanawha District, West Va., and New River district for manufacturing and commercial purposes as compared with the rates from same points when for steam railway locomotive fuel.
April 3, 1907. Complaint filed.
April 23, 1907. Answer filed.
July 1, 1907. Order of dismissal entered.
1027. Dayton Receivers and Shippers' Association *v.* Louisville and Nashville Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on coal from Kanawha, New River, Pocahontas, Tug River, Thacker, and Kenova Coal districts in Virginia and West Virginia to Dayton, Ohio.
April 6, 1907. Complaint filed.
April 25 to May 1, 1907. Answers filed.
June 10, 1907. Case dismissed.
1028. George J. Kindel *v.* Adams Express Company and others.
Violation of sections 1, 2, and 3 in express rates from Chicago, New York, St. Louis, and other points to Denver and from Denver to Pacific coast points and Utah points, etc.
April 6, 1907. Complaint filed.
April 29 to June 1, 1907. Answers filed.
October 28, 1907. Hearing.
November 23 to December 3, 1907. Briefs filed.
1029. John H. Lewis and others *v.* Chicago, Rock Island and Pacific Railway Company.
Violation of sections 1, 2, and 3 by removal of station at Fanshawe, Ind. T., to a point $4\frac{1}{2}$ miles distant, thereby subjecting citizens of town to unjust discrimination.
April 6, 1907. Complaint filed.
April 29, 1907. Answer filed.
November 18, 1907. Hearing.

1030. *The Territory of Oklahoma v. Chicago, Rock Island and Pacific Railway Company.*
 Violation of sections 1, 2, and 3 in rates on slack and lump coal from mines at Mansfield and Hartford, Ark., Wilburton, Hartshorne, Haileyville, and Alderson, Ind. T., to Renfrow, Medford, Pond Creek, Enid, Hennessey, Kingfisher, and other points in Oklahoma, as compared with rates from said mines to points in Arkansas.
 April 6, 1907. Complaint filed.
 April 29, 1907. Answer filed.
1031. *Morse Produce Company v. Chicago, Milwaukee and St. Paul Railway Company and others.*
 Violation of sections 1, 2, 3, and 4 in rates on butter and eggs in carloads for a shorter distance from Granite Falls, Minn., to Chicago, Ill., than for the longer distance, Pipestone to Chicago.
 April 12, 1907. Complaint filed.
 May 2 to 15, 1907. Answers filed.
 August 29-30, 1907. Hearing.
 September 24 to October 19, 1907. Briefs filed.
 November 4, 1907. Report and order filed.
1032. *Milwaukee Waukesha Brewing Company v. Chicago, Milwaukee and St. Paul Railway Company and others.*
 Violation of sections 1, 2, and 3 in rate on mixed carload shipments of beer, ale, porter, malt tonics, and mineral water from Waukesha, Wis., to points in Minnesota, Iowa, North and South Dakota.
 April 12, 1907. Complaint filed.
 May 4 to 21, 1907. Answers filed.
 September 16, 1907. Hearing.
 October 17 to 24, 1907. Briefs filed.
1033. *Henry Ruttle and others v. Pere Marquette Railroad Company and others.*
 Violation of sections 1 and 3 by discriminating in the supply of cars for interstate shipments of hay at Carsonville, Mich.
 April 15, 1907. Complaint filed.
 May 3, 1907. Answer filed.
 June 28-29, 1907. Hearing.
 August 19 to September 26, 1907. Briefs filed.
1034. *Wagner, Zagelmeyer and Company v. Detroit and Mackinac Railroad Company and others.*
 Violation of sections 1, 2, and 3 by discrimination in distribution of cars for interstate shipments of ice from Saginaw Bay, Mich., and unreasonable rates to Toledo and Cleveland, Ohio.
 April 15, 1907. Complaint filed.
 May 6, 1907. Answers filed.
 June 26-27, 1907. Hearing.
 September 9, 1907. Depositions filed.
1035. *Marshall Oil Company v. Chicago and Northwestern Railway Company and others.*
 Violation of sections 1 and 3 in rates on petroleum and its products from Mason City to Ledyard, Iowa, Worthington, Wells, and Taopi, Minn.
 April 18, 1907. Complaint filed.
 May 4 to 15, 1907. Answers filed.
 July 1, 1907. Hearing.
 October 14 to November 6, 1907. Briefs filed.
1036. *American Asphalt Association v. Uintah Railway Company.*
 Violation of sections 1, 2, 3, and 6 in rates on gilsonite from Dragon, Utah, to Mack, Colo.
 April 20, 1907. Complaint filed.
 May 23, 1907. Answer filed.
 October 28, 1907. Hearing.
 November 29, 1907. Brief filed.
1037. *Sioux City Commercial Club v. Chicago, Milwaukee and St. Paul Railway Company and others.*
 Violation of sections 1, 2, 3, and 4 in class rates from Chicago, Ill., to Sioux City, Iowa, as compared with rates from Chicago to Sioux Falls, S. Dak.
 April 22, 1907. Complaint filed.

1037—Continued.

May 3 to 15, 1907. Answers filed.

May 23, 1907. Intervening petition filed.

June 8 to 10, 1907. Answers to intervening petition filed.

June 24, 1907. Report and opinion filed.

1038. *McFarland and Black v. Missouri, Kansas and Texas Railway Company and others.*

Violation of sections 1, 2, 3, and 4 in rates on cantaloupes in carloads from Windsboro, Tex., to Kansas City, St. Louis, and other points in Missouri, Illinois, Iowa, Nebraska, Minnesota, Wisconsin, and Kansas, as compared with the rates from Shreveport, La.

April 23, 1907. Complaint filed.

May 4, 1907. Answer filed.

November 4, 1907. Order of dismissal entered.

1039. *Cardiff Coal Company v. Chicago and Northwestern Railway Company and others.*

Violation of sections 1, 2, and 3 by refusing to establish and maintain joint through rates on bituminous coal from Cardiff, Ill., to points in the States of Wisconsin, Iowa, Minnesota, South Dakota, and Nebraska.

April 29, 1907. Complaint filed.

May 31 to June 12, 1907. Answers filed.

October 5, 1907. Depositions filed.

October 14, 1907. Brief filed.

1040. *Cardiff Coal Company v. Chicago, Milwaukee and St. Paul Railway Company and others.*

Violation of sections 1, 2, and 3 by refusing to establish and maintain joint through rates on bituminous coal from Cardiff, Ill., to points in the States of Michigan, Wisconsin, Iowa, Minnesota, South Dakota, North Dakota, and Nebraska.

April 24, 1907. Complaint filed.

May 14 to June 8, 1907. Answers filed.

October 5, 1907. Depositions filed.

October 14, 1907. Brief filed.

1041. *Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago and St. Louis Railway Company and others.*

Violation of sections 1, 2, and 3 by discriminating against Indianapolis in favor of Chicago, Ill., and other competitive points by refusing to grant commodity rate upon various articles to Indianapolis, compelling them to ship on class rates.

April 26, 1907. Complaint filed.

May 31 to June 15, 1907. Answers filed.

1042. *Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago and St. Louis Railway Company and others.*

Violation of sections 1, 2, and 3 in rates on chairs and other furniture from Indianapolis to Missouri River points, Kansas City to Omaha, inclusive.

April 26, 1907. Complaint filed.

May 10 to June 15, 1907. Answers filed.

1043. *Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago and St. Louis Railway Company and others.*

Violation of sections 1, 2, 3, and 4 in rates from Indianapolis, Ind., to lower Mississippi River points in Louisiana, Tennessee, and Mississippi.

April 26, 1907. Complaint filed.

May 21 to July 8, 1907. Answers filed.

1044. *Indianapolis Freight Bureau v. Cleveland, Cincinnati, Chicago and St. Louis Railway Company and others.*

Violation of sections 1, 2, 3, and 4 in charging less than carload rates for the excess over carloads in shipment of furniture, ladders, and vehicles and other bulky articles from Indianapolis to common points in Texas, Arkansas, and points in Indian Territory.

April 26, 1907. Complaint filed.

May 10 to July 8, 1907. Answers filed.

1045. Indianapolis Freight Bureau *v.* Cleveland, Cincinnati, Chicago and St. Louis Railway Company and others.
Violation of sections 1, 2, and 3 in rates on dry-kiln outfit from Indianapolis to points in adjacent States covered by the Central Freight Association and Trunk Line territory.
April 26, 1907. Complaint filed.
May 8 to June 19, 1907. Answers filed.
1046. Indianapolis Freight Bureau *v.* Cleveland, Cincinnati, Chicago and St. Louis Railway Company and others.
Violation of sections 1, 2, and 3 in class and commodity rates from Indianapolis to St. Paul group territory and Winona group territory.
April 26, 1907. Complaint filed.
May 11 to June 20, 1907. Answers filed.
1047. Indianapolis Freight Bureau *v.* Cleveland, Cincinnati, Chicago and St. Louis Railway Company and others.
Violation of section 1 in commodity rates from Indianapolis to Ohio River crossings.
April 26, 1907. Complaint filed.
May 31 to June 15, 1907. Answers filed.
1048. Hollis Stedman and Sons *v.* Chicago and Northwestern Railway Company and others.
Violation of sections 1, 2, and 3 in rate on potatoes from Wautoma, Wis., to Springfield, Mo., as compared with the published rate over several shorter routes.
April 27, 1907. Complaint filed.
May 15 to 31, 1907. Answers filed.
1049. W. N. White and Company *v.* Baltimore and Ohio Southwestern Railroad Company and others.
Violation of sections 1, 2, and 3 in charge on green apples in barrels from Salem, Ill., to New York on account of estimated and not actual weight.
April 27, 1907. Complaint filed.
May 17 to 20, 1907. Answers filed.
June 21, 1907. Hearing.
July 8, 1907. Order of dismissal entered.
1050. Montgomery Freight Bureau *v.* Louisville and Nashville Railroad Company and others.
Violation of sections 1, 2, 3, and 4 in class and commodity rates from Ohio and Mississippi River crossings to Montgomery, Ala.
April 27, 1907. Complaint filed.
May 6 to June 12, 1907. Answers filed.
1051. The Bartles Oil Company and others *v.* Chicago, Milwaukee and St. Paul Railway Company and others.
Violation of sections 1, 2, and 3 in rates on illuminating oil and gasoline in less than carloads from St. Paul and Minneapolis, Minn., to points in South Dakota as compared with intrastate rates in those States.
April 27, 1907. Complaint filed.
May 6 to 15, 1907. Answers filed.
August 29, 1907. Hearing.
September 16 to 29, 1907. Briefs filed.
1052. Campbell Creek Coal Company and others *v.* Kanawha and Michigan Railway Company.
Violation of sections 1, 2, and 3 by discrimination against complainants in favor of the Sunday Creek Company by failing to count cars furnished by foreign railroads for their fuel coal against mines loading such cars.
April 27, 1907. Complaint filed.
May 17, 1907. Answer filed.
June 6, 1907. Hearing postponed pending settlement.
1053. H. P. Hood and Sons *v.* Delaware and Hudson Company.
Violation of sections 1, 2, and 3 in rates on carloads of milk between Eagle Bridge, N. Y., and West Pawlett, Vt.
April 30, 1907. Complaint filed.
May 25, 1907. Answer filed.
November 26, 1907. Hearing.

1054. Pacific Coast Lumber Manufacturers' Association and others *v.* Northern Pacific Railway Company and others.
Violation of sections 1, 2, and 3 by refusing to establish and maintain through route and joint rates on shipments of lumber, lumber products, and shingles from points in western Washington to points in Idaho, Utah, Wyoming, Colorado, Kansas, Nebraska, and other States via Portland.
April 30, 1907. Complaint filed.
May 15 to June 10, 1907. Answers filed.
June 8, 1907. Intervening petition filed.
June 11-13, 1907. Hearing.
August 12 to September 26, 1907. Briefs filed.
1055. California Fruit Growers' Exchange *v.* Southern Pacific Company.
Violation of sections 2 and 3 by discrimination in the matter of supplying cars for interstate shipments of fruit from points in California.
May 1, 1907. Complaint filed.
May 16, 1907. Hearing.
May 16, 1907. Intervening petitions filed.
May 16, 1907. Answer filed.
July 9 to 25, 1907. Hearing.
October 21 to December 12, 1907. Briefs filed.
October 25, 1907. Oral argument.
December 14, 1907. Report and order filed.
1056. Randolph Lumber Company *v.* Seaboard Air Line Railway and others.
Violation of sections 3 and 4 in rate on lumber from Chester, Va., to certain points in Ohio as compared with the rate from Petersburg, Va., a longer haul over same line and in same direction.
May 1, 1907. Complaint filed.
May 20 to 31, 1907. Answers filed.
1057. Celina Mill and Elevator Company *v.* St. Louis Southwestern Railway Company and others.
Violation of sections 1, 2, and 3 in rates on grain from points in Oklahoma, Kansas, and Nebraska to points in Texas and discrimination in milling-in-transit privilege.
May 3, 1907. Complaint filed.
May 24 to June 26, 1907. Answers filed.
1058. American Fruit Union of Cincinnati, Ohio, *v.* Cincinnati, New Orleans and Texas Pacific Railway Company and others.
Violation of sections 1, 2, and 3 by advance in rates on strawberries from Chattanooga, Tenn., to Cincinnati, Ohio, and discontinuance of special train service between said points.
May 4, 1907. Complaint filed.
May 16, 1907. Answer filed.
May 24-25, 1907. Hearing.
June 15 to July 2, 1907. Briefs filed.
July 11, 1907. Report and order filed.
1059. Robert Watchorn, United States Commissioner of Immigration at Port of New York *v.* New York Central and Hudson River Railroad Company and others.
Violation of sections 1, 2, and 3 by advance in passenger fares for the transportation of immigrants from Boston, New York (including Jersey City, Hoboken, and Weehawken, N. J.), Philadelphia, and Baltimore to various inland points.
May 6, 1907. Complaint filed.
May 22 to 31, 1907. Answers filed.
June 20, 1907. Hearing.
October 30, 1907. Hearing.
1060. The Baer Brothers Mercantile Company *v.* Missouri Pacific Railway Company and others.
Violation of section 4 in rates on beer in carloads from St. Louis, Mo., to Leadville, Colo.
May 6, 1907. Complaint filed.
May 27 to June 15, 1907. Answers filed.
October 29, 1907. Hearing.
November 29 to December 7, 1907. Briefs filed.

- 1061..Cox Brothers *v.* St. Louis and San Francisco Railroad Company.
 Violation of sections 1 and 3 by refusing to supply sufficient number of cars for interstate shipments of hay from Afton, Ind. T.
 May 6, 1907. Complaint filed.
 May 24, 1907. Answer filed.
 November 18, 1907. Hearing.
1062. The Lead Commercial Club *v.* Chicago and Northwestern Railway Company and others.
 Violation of sections 1, 2, and 3 in class and commodity rates from Chicago and Omaha to Lead, S. Dak.
 May 6, 1907. Complaint filed.
 May 24 to 31, 1907. Answers filed.
 August 26-27, 1907. Hearing.
 September 16, 1907. Brief filed.
 October 7, 1907. Report and order filed.
1063. Hillsdale Coal and Coke Company *v.* Pennsylvania Railroad Company.
 Violation of section 3 by undertaking to fix daily output capacity of various mines in Banks and Montgomery township, Pa., and discriminating against complainant in the distribution of cars in favor of other shippers of coal.
 May 9, 1907. Complaint filed.
 May 31, 1907. Answer filed.
1064. Detroit Chemical Works *v.* Northern Central Railway Company and others.
 Violation of sections 1, 2, and 3 in rates on iron pyrites from Baltimore to Detroit, Mich., as compared with the rates to Cincinnati, St. Louis, and Chicago, and with rate on nitrate of soda from Baltimore to Detroit.
 May 10, 1907. Complaint filed.
 May 29 to June 27, 1907. Answers filed.
 June 27, 1907. Hearing.
 July 29 to September 30, 1907. Briefs filed.
 November 5, 1907. Oral argument.
1065. Schwager and Nettleton (Incorporated) *v.* Northern Pacific Railway Company.
 Violation of sections 1, 2, and 3 in shipments of dry fir lumber from Lester, Wash., to Binford, N. Dak.; from Evaline Spur, Wash., to Menasha, Wis., and from Oso, Wash., to Plymouth, Pa., via Buffalo, N. Y., by compelling complainant to pay excessive rates because of wrongful change in route of shipment.
 May 10, 1907. Complaint filed.
 June 10, 1907. Answer filed.
 November 11, 1907. Order of dismissal entered.
1066. A. M. Blodgett *v.* Chicago, Rock Island and Pacific Railway Company and others.
 Violation of sections 1, 2, and 3 in rates on oak lumber from Griffithville, Ark., to Biddle, Mo.
 May 10, 1907. Complaint filed.
 May 22 to October 23, 1907. Answers filed.
 October 25, 1907. Hearing.
 November 6, 1907. Order of dismissal entered.
1067. McLaughlin Brothers *v.* Adams Express Company.
 Violation of sections 1, 2, and 3 in rates on horses in carloads from New York to Kansas City, Mo., via Columbus, Ohio, as compared with the rate via St. Louis, Mo.
 May 13, 1907. Complaint filed.
 June 8, 1907. Answer filed.
 June 14, 1907. Hearing.
 August 1 to September 12, 1907. Briefs filed.
 November 4, 1907. Report and order filed.
1068. Patrick Bannon *v.* Southern Express Company.
 Violation of sections 1, 2, and 3 by advance in rate on fresh fish in barrels and tubs from Haines City, Fla., to St. Louis, Mo., and unreasonable ice allowance.
 May 15, 1907. Complaint filed.
 June 8, 1907. Answer filed.

1069. *Amarillo Gas Company v. Atchison, Topeka and Santa Fe Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on crude petroleum and fuel oil from points in Kansas and Indian Territory to Amarillo, Tex.
May 15, 1907. Complaint filed.
May 23 to June 21, 1907. Answers filed.
July 3, 1907. Report and order filed.
1070. *Amarillo Gas Company v. Atchison, Topeka and Santa Fe Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on coke from Trinidad district in Colorado to Amarillo, Tex.
May 15, 1907. Complaint filed.
May 24 to June 21, 1907. Answers filed.
1071. *Wiemer and Rich v. Chicago and Northwestern Railway Company and others.*
Violation of sections 1, 2, and 3 by discriminating rates caused by excessive minimum carload weight on hay from Ledyard, Iowa, to Minneapolis, Minn., and Pekin, Ill.
May 17, 1907. Complaint filed.
May 31 to June 14, 1907. Answers filed.
July 1, 1907. Hearing.
November 6, 1907. Report and order filed.
1072. *Carlisle Commission Company v. Missouri Pacific Railway Company.*
Violation of sections 1, 2, and 3 in rates on hay from Blue Mound, Kans., to Kansas City, Mo.
May 17, 1907. Complaint filed.
July 12, 1907. Answer filed.
October 25, 1907. Hearing.
November 6, 1907. Order of dismissal entered.
1073. *Laning-Harris Coal and Grain Company v. Atchison, Topeka and Santa Fe Railway Company.*
Violation of sections 1, 2, 3, and 6 by exaction of illegal switching charge at Kansas City, Mo., on shipments of grain from various points.
May 17, 1907. Complaint filed.
June 24, 1907. Answer filed.
October 21, 1907. Hearing.
November 4, 1907. Report and order filed.
1074. *Laning-Harris Coal and Grain Company v. Atchison, Topeka and Santa Fe Railway Company.*
Violation of sections 1, 2, 3, and 6 by exaction of illegal switching charge at Kansas City, Mo., on shipments of hay from points in Colorado, Kansas, and Indian Territory.
May 17, 1907. Complaint filed.
June 24, 1907. Answer filed.
October 21, 1907. Hearing.
November 4, 1907. Report and order filed.
1075. *Laning-Harris Coal and Grain Company v. Chicago, Milwaukee and St. Paul Railway Company.*
Violation of sections 1, 2, 3, and 6 by exaction of illegal switching charge at Kansas City, Mo., on shipments of coal from Jerome, Seymour, Rathburn, and Mystic, Iowa.
May 17, 1907. Complaint filed.
June 3, 1907. Answer filed.
October 21, 1907. Hearing.
November 4, 1907. Report and order filed.
November 7 to 22, 1907. Briefs filed.
1076. *Laning-Harris Coal and Grain Company v. St. Louis and San Francisco Railroad Company.*
Violation of sections 1, 2, 3, and 6 by exaction of illegal switching charge at Kansas City, Mo., on shipments of cord wood from points in Missouri through a part of Kansas.
May 17, 1907. Complaint filed.
June 13, 1907. Answer filed.
November 4, 1907. Order of dismissal entered.

1077. *Laning-Harris Coal and Grain Company v. St. Louis and San Francisco Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rate on coal in carloads from Prairie Creek, Ark., to Kansas City, Mo.
 May 17, 1907. Complaint filed.
 June 3, 1907. Answer filed.
 November 4, 1907. Order of dismissal entered.
1078. *J. H. Leonard v. Chicago, Milwaukee and St. Paul Railway Company.*
 Violation of sections 1, 2, and 3 in charges on coal from Jerome, Seymour, Mystic, and Rathburn, Iowa, to Kansas City, Mo.
 May 17, 1907. Complaint filed.
 June 3, 1907. Answer filed.
 October 21 and 25, 1907. Hearings.
 November 4, 1907. Report and order filed.
 November 7 to 22, 1907. Briefs filed.
1079. *J. H. Leonard v. Missouri, Kansas and Texas Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on coal from Midland, Ark., to Kansas City, Mo.
 May 17, 1907. Complaint filed.
 June 6 to July 2, 1907. Answers filed.
 October 25, 1907. Hearing.
 November 18, 1907. Report and order filed.
1080. *E. I. Du Pont de Nemours Powder Company v. Chicago and Northwestern Railway Company.*
 Violation of sections 1, 2, and 3 by charging unreasonable penalty for shipment from Philadelphia, Pa., to Platteville, Wis., through error, correct destination being Pleasant Prairie, Wis., and subsequent shipments to Pleasant Prairie.
 May 20, 1907. Complaint filed.
 May 31, 1907. Answer filed.
1081. *Laning-Harris Coal and Grain Company v. St. Louis and San Francisco Railroad Company.*
 Violation of sections 1 and 3 by refusing to furnish sufficient supply of cars at Quapaw, Ind. T., for shipments of hay to Kansas City, Mo.
 May 21, 1907. Complaint filed.
 June 13, 1907. Answer filed.
 October 22, 1907. Hearing.
 November 18, 1907. Depositions filed.
1082. *Federal Sugar Refining Company of Yonkers, N. Y., v. Baltimore and Ohio Railroad Company and others.*
 Violation of sections 1, 2, 3, and 15 by discriminating allowance to complainant's competitors at Brooklyn, N. Y., on shipments of sugar.
 May 21, 1907. Complaint filed.
 June 12 to 21, 1907. Answers filed.
 October 29, 1907. Hearing.
 November 25, 1907. Order entered reopening case.
1083. *Hennepin Paper Company v. Northern Pacific Railway Company and others.*
 Violation of sections 1, 2, and 3 in rate on print paper from Little Falls, Minn., to Boise, Idaho, via Butte, Mont., as compared with rate when shipped via Portland, Oreg., a longer route.
 May 23, 1907. Complaint filed.
 June 11 to 13, 1907. Answers filed.
 August 22, 1907. Amended petition filed.
 August 22, 1907. Answer filed.
 August 30, 1907. Hearing.
 December 5, 1907. Report and order filed.
1084. *George S. Loftus v. Pullman Company and others.*
 Violation of sections 1, 2, and 3 in rate for berth in sleeping car from St. Paul, Minn., to Chicago, Ill., and discrimination by charging the same rate for upper and lower berths.
 May 24, 1907. Complaint filed.
 June 13 to 17, 1907. Answers filed.

1085. *George S. Loftus v. Pullman Company and others.*
Violation of sections 1, 2, and 3 in rate for berth in sleeping car from St. Paul, Minn., to Superior, Wis., and points intermediate thereto, and discrimination by charging the same rate for the upper and lower berths.
May 24, 1907. Complaint filed.
June 13 to 17, 1907. Answers filed.
1086. *George S. Loftus v. Pullman Company and others.*
Violation of sections 1, 2, and 3 in rate for berth in sleeping car from St. Paul, Minn., to Seattle, Wash., and discrimination by charging the same rate for upper and lower berths.
May 24, 1907. Complaint filed.
June 13 and 14, 1907. Answers filed.
1087. *D. Morgan v. Chicago, Burlington and Quincy Railway Company and others.*
Violation of sections 1, 2, and 3 in rate on cattle from Kiowa, Ind. T., to Chicago, Ill., as compared with rate via Crowder City, Ind. T., and East St. Louis.
May 25, 1907. Complaint filed.
June 8 to 15, 1907. Answers filed.
September 19, 1907. Depositions filed.
October 21-22, 1907. Hearing.
November 18, 1907. Brief filed.
December 6, 1907. Report and order filed.
1088. *D. Morgan v. Missouri, Kansas and Texas Railway Company.*
Violation of sections 1, 2, and 3 in rates on cattle from Durant, Ind. T., to Kansas City, Mo., as compared with the sum of locals from Durant to Crowder City and from Crowder City to Kansas City.
May 25, 1907. Complaint filed.
June 8, 1907. Answer filed.
October 21-22, 1907. Hearing.
November 18, 1907. Brief filed.
December 6, 1907. Report and order filed.
1089. *D. Morgan v. Missouri, Kansas and Texas Railway Company.*
Violation of sections 1, 2, and 3 in rates on cattle from Kiowa and Durant, Ind. T., to East St. Louis, Ill., as compared with the combination of the locals.
May 25, 1907. Complaint filed.
June 8, 1907. Answer filed.
October 21-22, 1907. Hearing.
November 18, 1907. Brief filed.
December 6, 1907. Report and order filed.
1090. *Cudahy Packing Company v. Chicago and Northwestern Railway Company.*
Violation of sections 1, 2, and 3 by assessing and collecting car-service charges for cars used for storage purposes while on complainant's spur.
May 25, 1907. Agreed statement of facts submitted.
October 7, 1907. Report filed.
1091. *J. H. Leonard v. Kansas City Southern Railway Company and others.*
Violation of sections 1, 2, 3, and 6 in charges on shipments of coal from points in Arkansas, Kansas, and Indian Territory to Kansas City.
May 27, 1907. Complaint filed.
June 20 to 21, 1907. Answers filed.
October 25-26, 1907. Hearing.
November 7, 1907. Amendment to complaint filed.
November 11 to December 2, 1907. Briefs filed.
1092. *The A. M. Fellows Coal and Material Company v. Missouri Pacific Railway Company.*
Violation of sections 1, 2, and 3 in rate on lump coal from Jewett, Kans., to Kansas City as compared with rates from points in Crawford and Cherokee counties, Kans.
June 1, 1907. Complaint filed.
July 16, 1907. Answer filed.
October 23, 1907. Hearing.
November 4, 1907. Report and order filed.

1093. Chicago Sash and Door Association *v.* Norfolk and Western Railway Company and others.
 Violation of sections 1, 2, 3, and 4 in rate on sash and doors from Chicago to Williamson, W. Va., as compared with rate to Roanoke, Apomattox, Nottaway, Blackstone, and Norfolk, Va.
 June 1, 1907. Complaint filed.
 June 13 to 27, 1907. Answers filed.
 September 17, 1907. Hearing.
 October 15 to 24, 1907. Briefs filed.
1094. Struther-Wells Company *v.* Pennsylvania Railroad Company and others.
 Violation of sections 1, 2, and 3 in rate on chemical plant machinery from Warren Pa., to Cadillac and Jennings, Mich., a combination rate on Buffalo being in excess of joint through rates by other routes.
 June 1, 1907. Complaint filed.
 June 24 to July 8, 1907. Answers filed.
1095. Foster Lumber Company *v.* Missouri Pacific Railway Company and others.
 Violation of sections 1, 2, and 3 in rates on lumber and its products, particularly shingles, from points in Washington known as Pacific coast points to Towner, Colo., and Tribune, Kans.
 June 8, 1907. Complaint filed.
 June 24 to July 2, 1907. Answers filed.
1096. J. H. Leonard *v.* Missouri Pacific Railway Company.
 Violation of sections 1, 2, 3, and 6 in charges on shipment of coal from Arkansas points to Kansas City.
 June 8, 1907. Complaint filed.
 July 12, 1907. Answer filed.
 October 25, 1907. Hearing.
 November 6, 1907. Order of dismissal entered.
1097. Oklahoma and Arkansas Coal Traffic Bureau *v.* Chicago, Rock Island and Pacific Railway Company and others.
 Violation of sections 1 and 3 in rates on lump and slack coal from producing points in Indian Territory and Arkansas to points in Texas and Louisiana.
 June 12, 1907. Complaint filed.
 June 24 to July 31, 1907. Answers filed.
 November 19, 1907. Hearing.
1098. Bovaird Supply Company *v.* Atchison, Topeka and Santa Fe Railway Company and others.
 Violation of sections 1, 2, 3, and 4 in rates on rope from San Francisco, Cal., to Independence, Kans., as compared with rates to Kansas City and Joplin, Mo., Fort Scott, Kans., and Fort Smith, Ark.
 June 13, 1907. Complaint filed.
 July 3 to October 23, 1907. Answers filed.
 October 23-24, 1907. Hearing.
 November 29, 1907. Brief filed.
1099. General Electric Company and others *v.* New York Central and Hudson River Railroad Company and others.
 Violation of section 3 by refusing to allow switching charges at Schenectady, N. Y.
 June 13, 1907. Complaint filed.
 July 9 to 12, 1907. Answers filed.
 November 7-8, 1907. Hearing.
1100. Bisbee Board of Trade *v.* Southern Pacific Company and others.
 Violation of sections 1, 2, and 3 in rates on whisky and similar liquors in less than carload lots from San Francisco, Cal., to Bisbee, Ariz.; also in rates on candy and other commodities.
 June 13, 1907. Complaint filed.
 July 18, 1907. Answer filed.
 September 27, 1907. Order of dismissal filed.
1101. Nicholas S. Love *v.* Denver and Rio Grande Railroad Company and others.
 Violation of section 1 in combination rate on green apples in boxes carload from Hotchkiss, Colo., to Goldfield, Nev.
 June 13, 1907. Complaint filed.
 July 3 to 18, 1907. Answers filed.
 November 6, 1907. Order of dismissal entered.

1102. *Lincoln Commercial Club v. Chicago, Rock Island and Pacific Railway Company and others.*
Violation of sections 1, 2, and 3 in commodity rates from points in Kansas, Missouri, Arkansas, Mississippi, Louisiana, and Texas to Lincoln, Nebr.
June 17, 1907. Complaint filed.
June 26 to July 29, 1907. Answers filed.
1103. *Commercial Club of Duluth, Minn. v. Northern Pacific Railway Company and others.*
Violation of sections 1, 2, and 3 in discrimination in storage privileges at Duluth on shipments from eastern points to St. Paul and Minneapolis via Great Lakes.
June 18, 1907. Complaint filed.
July 3 to 9, 1907. Answers filed.
1104. *R. Milne v. St. Louis and San Francisco Railroad Company.*
Violation of section 3 by refusing to furnish sufficient number of cars for interstate shipments of hay at Miami, Ind. T.
June 18, 1907. Complaint filed.
July 29, 1907. Answer filed.
October 22, 1907. Hearing.
November 20, 1907. Depositions filed.
1105. *Wills and Botts v. St. Louis and San Francisco Railroad Company.*
Violation of section 3 by refusing to furnish sufficient number of cars for interstate shipments of hay at Miami, Ind. T.
June 18, 1907. Complaint filed.
July 29, 1907. Answer filed.
October 22, 1907. Hearing.
1106. *M. I. Gump v. Baltimore and Ohio Railroad Company and others.*
Violation of sections 1, 2, 3, and 4 in rates on sugar in carloads and less than carloads from New York to Johnson City, Tenn., as compared with the rates to Bristol and Morristown, Tenn.
June 22, 1907. Complaint filed.
July 9 to 18, 1907. Answers filed.
November 29, 1907. Order of dismissal entered.
1107. *Laning-Harris Coal and Grain Company v. St. Louis and San Francisco Railroad Company.*
Violation of sections 1, 2, 3, and 6 in rates on 42 carload shipments of hay from Quapaw and Afton, Ind. T.
June 25, 1907. Complaint filed.
November 4, 1907. Order of dismissal entered.
1108. *Miller Walnut Company v. Atchison, Topeka and Santa Fe Railway Company and others.*
Violation of sections 1, 2, 3, and 4 in rate on walnut lumber from Oklahoma, Okla., to Galveston, Tex.
June 25, 1907. Complaint filed.
July 18, 1907. Answer filed.
November 15, 1907. Hearing.
1109. *The Kansas City Cotton Mills Company v. Chicago, Rock Island and Pacific Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on raw cotton from points in Texas, Oklahoma, and Indian Territory to Kansas City, Mo., and Kansas City, Kans., as compared with rates on cotton fabrics.
June 25, 1907. Complaint filed.
July 9 to August 26, 1907. Answers filed.
1110. *Railroad Commission of Oregon v. Chicago and Alton Railroad Company and others.*
Violation of sections 1, 2, and 3 in rate on denatured alcohol from Chicago and Missouri River points to north Pacific coast terminals.
June 25, 1907. Complaint filed.
July 12 to August 10, 1907. Answers filed.
September 16, 1907. Hearing.
December 9, 1907. Report and order filed.

1111. *Clark Brothers Coal Mining Company v. Pennsylvania Railroad Company.*
Violation of section 3 by discriminating against complainant in the township of Bigler, Pa., in favor of competitors in supplying cars for interstate shipments of coal.
June 25, 1907. Complaint filed.
July 18, 1907. Answer filed.
1112. *Crane Railroad Company v. Philadelphia and Reading Railway Company and others.*
Violation of sections 2 and 3 by refusing to account or pay complainant for services rendered in transporting freight on through shipments with defendants to and from Catasauqua, Pa.
June 25, 1907. Complaint filed.
July 18, 1907. Answers filed.
1113. *A. T. Haines v. Chicago, Rock Island and Pacific Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on lump and slack coal from Hartford and Huntington, Ark., and McAlester coal district in Indian Territory to Kingfisher, Okla.
June 25, 1907. Complaint filed.
July 29, 1907. Answer filed.
November 20, 1907. Hearing.
1114. *Kingfisher Mill and Elevator Company v. Chicago, Rock Island and Pacific Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on lump and slack coal from Hartford and Huntington, Ark., and McAlester coal district in Indian Territory to Kingfisher, Okla.
June 25, 1907. Complaint filed.
July 29, 1907. Answer filed.
November 20, 1907. Hearing.
1115. *Oklahoma Mill Company v. Chicago, Rock Island and Pacific Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on lump and slack coal from Hartford and Huntington, Ark., and McAlester coal district in Indian Territory to Kingfisher, Okla.
June 25, 1907. Complaint filed.
July 29, 1907. Answer filed.
November 20, 1907. Hearing.
1116. *A. H. Schowalter and Company v. Chicago, Rock Island and Pacific Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on lump and slack coal from Hartford and Huntington, Ark., and McAlester coal district in Indian Territory to Kingfisher, Okla.
June 25, 1907. Complaint filed.
July 29, 1907. Answer filed.
November 20, 1907. Hearing.
1117. *Territory of Oklahoma v. Atchison, Topeka and Santa Fe Railway Company.*
Violation of sections 1, 2, and 3 in rates on wheat from Goodwin, Shattuck, Gage, Okla., and other points in Oklahoma to Kansas City, Mo.
June 26, 1907. Complaint filed.
July 18, 1907. Answer filed.
1118. *Territory of Oklahoma v. Atchison, Topeka and Santa Fe Railway Company.*
Violation of sections 1, 2, and 3 in rates on slack and nut coal from Pittsburg, Kans., and points in Colorado to points in Oklahoma.
June 26, 1907. Complaint filed.
July 18, 1907. Answer filed.
1119. *Territory of Oklahoma v. Atchison, Topeka and Santa Fe Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on grain and grain products from Ponca City, Okla., to El Reno, Enid, and Guthrie, Okla., Tulsa, Muskogee, and McAlester, Ind. T., and Fort Smith, Hot Springs, and Little Rock, Ark.
June 26, 1907. Complaint filed.
July 9 to 31, 1907. Answers filed.

1120. Territory of Oklahoma *v.* Chicago, Rock Island and Pacific Railway Company and others.
Violation of sections 1, 2, and 3 in rates on live stock, including hogs, from points in Oklahoma to Fort Worth, Tex., as compared with rates to Kansas City, Mo.
June 26, 1907. Complaint filed.
July 9 to 31, 1907. Answers filed.
1121. Territory of Oklahoma *v.* Chicago, Rock Island and Pacific Railway Company and others.
Violation of sections 1, 2, and 3 in rates on petroleum and its products from Kansas City, Mo., and points in Kansas to Guthrie, Oklahoma City, Enid, and other Oklahoma common points.
June 26, 1907. Complaint filed.
July 9 to 31, 1907. Answers filed.
1122. Territory of Oklahoma *v.* Chicago, Rock Island and Pacific Railway Company and others.
Violation of sections 1, 2, and 3 in so-called blanket rates on yellow pine lumber from points in Texas, Louisiana, Arkansas, and Mississippi to various points in Oklahoma.
June 26, 1907. Complaint filed.
July 18 to 31, 1907. Answers filed.
1123. The August J. Bulte Milling Company and others *v.* Chicago and Alton Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on flour, feed, and grain products, taking same rates from Kansas City, St. Joseph, Leavenworth, and Atchison to the Atlantic seaboard for both export and domestic use as compared with the rates from Minneapolis, Minn.
June 27, 1907. Complaint filed.
July 18 to August 10, 1907. Answers filed.
September 7, 1907. Order entered making additional defendants.
October 2 to 31, 1907. Answers filed.
1124. Montgomery Freight Bureau *v.* Louisville and Nashville Railroad Company.
Violation of sections 1, 2, and 3 in rates on phosphate rock from Mount Pleasant, Tenn., to Montgomery, Ala.
June 27, 1907. Complaint filed.
July 18, 1907. Answer filed.
1125. Montgomery Freight Bureau *v.* Louisville and Nashville Railroad Company.
Violation of section 3 in through rates on classes 2, 3, 4, 5, and 6, and on coal, coffee, horses, mules, cattle, tobacco, and trunks from New Orleans to Montgomery as compared with the sum of the locals on Mobile.
June 27, 1907. Complaint filed.
July 18, 1907. Answer filed.
August 17, 1907. Amendment to complaint filed.
September 21, 1907. Answer to amended complaint filed.
1126. Wyman, Partridge and Company and others *v.* Boston and Maine Railroad and others.
Violation of sections 1, 2, and 3 by advance in through lake and rail rates from Boston, New York, and other eastern common points to Minneapolis on various classes of freight in order to cover cost of marine insurance, while defendants still except themselves from liability "the dangers of navigation."
June 27, 1907. Complaint filed.
July 18 to August 10, 1907. Answers filed.
August 15, 1907. Intervening petition filed.
August 27 to September 9, 1907. Answers to intervening petition filed.
1127. Cosmopolitan Shipping Company *v.* Hamburg American Packet Company and others.
Violation of sections 1, 2, and 3 by forming combination for the division or distribution of export freight, subjecting producers, manufacturers, and shippers of United States to unreasonable rates of transportation, and those not belonging to the pool or combination to unjust discrimination.
June 26, 1907. Complaint filed.

1127—Continued.

August 29, 1907. Joint demurrer filed.

November 2, 1907. Order entered permitting amendment to complaint.

1128. *American Bankers' Association v. American Express Company and others.*
Violation of section 3 by discriminating against complainants in the business of dealing in exchange, both foreign and domestic, in the form of money orders, letters of credit, etc.

June 28, 1907. Complaint filed.

July 30 to August 10, 1907. Answers filed.

1129. *The August J. Bulte Milling Company and others v. Chicago and Alton Railroad Company and others.*

Violation of sections 1, 2, and 3 in further advance in rates on flour, feed, and grain products from Kansas City, St. Joseph, Leavenworth, and Atchison to the Atlantic seaboard.

June 27, 1907. Complaint filed.

July 18 to September 14, 1907. Answers filed.

September 7, 1907. Order entered bringing in additional defendants.

October 2 to November 18, 1907. Answers filed.

1130. *James Stark v. Atchison, Topeka and Santa Fe Railway Company.*

Violation of sections 1, 2, and 3 in rates on live stock from points in Kansas, Colorado, Texas, Oklahoma, and Indian Territory to Kansas City and St. Joseph, Mo.

June 26, 1907. Complaint filed.

October 2, 1907. Answer filed.

1131. *James Stark v. Chicago, Rock Island and Pacific Railway Company.*

Violation of sections 1, 2, and 3 in rates on live stock from points in Kansas, Colorado, Texas, Oklahoma, and Indian Territory to Kansas City and St. Joseph, Mo.

June 26, 1907. Complaint filed.

July 31, 1907. Answer filed.

1132. *James Stark v. Missouri Pacific Railway Company.*

Violation of sections 1, 2, and 3 in rates on live stock from points in Kansas, Colorado, Texas, Oklahoma, and Indian Territory to Kansas City and St. Joseph, Mo.

June 26, 1907. Complaint filed.

1133. *James Stark v. St. Louis and San Francisco Railroad Company.*

Violation of sections 1, 2, and 3 in rates on live stock from points in Kansas, Colorado, Texas, Oklahoma, and Indian Territory to Kansas City and St. Joseph, Mo.

June 26, 1907. Complaint filed.

July 31, 1907. Answer filed.

1134. *James Stark v. Union Pacific Railroad Company.*

Violation of sections 1, 2, and 3 in rates on live stock from points in Kansas, Colorado, Texas, Oklahoma, and Indian Territory to Kansas City and St. Joseph, Mo.

June 26, 1907. Complaint filed.

July 30, 1907. Answer filed.

1135. *James E. Stark and Company and others v. Missouri Pacific Railway Company and others.*

Violation of sections 1, 2, and 3 by advance in rates on hardwood lumber from points in Missouri, Arkansas, and Louisiana to Memphis, Tenn., New Orleans, and other points in Louisiana, Illinois, Texas, Missouri, Kansas, Nebraska, Iowa, and Kentucky.

June 28, 1907. Complaint filed.

July 30 to September 23, 1907. Answers filed.

1136. *Bulah Coal Company v. Pennsylvania Railroad Company.*

Violation of section 3 by discriminating against complainant in favor of Berwind-White Mining Company in the distribution of cars for interstate shipments of coal from Bigler, Pa., to points outside the State of Pennsylvania.

June 28, 1907. Complaint filed.

August 10, 1907. Answer filed.

1137. *Bulah Coal Company v. Pennsylvania Railroad Company.*

Violation of section 3 by discriminating against complainant in favor of Berwind-White Mining Company in the distribution of cars for interstate shipments of coal from Bigler, Pa., to points outside the State of Pennsylvania.

1137—Continued.

June 28, 1907. Complaint filed.

August 15, 1907. Answer filed.

1138. George D. Burgess and others *v.* Transcontinental Freight Bureau and others.

Violation of sections 1, 2, and 3 by illegal combination of carriers increasing the rate on hardwoods from Memphis and all points in the Missouri and Mississippi common points territories to the Pacific coast terminals.

June 28, 1907. Complaint filed.

July 18 to August 27, 1907. Answers filed.

August 26, 1907. Amended and supplemental complaint filed.

September 7 to 25, 1907. Answers to amended petition filed.

1139. W. F. Jacoby and Company *v.* Pennsylvania Railroad Company.

Violation of section 3 by discriminating against complainant in favor of Berwind-White Mining Company in the distribution of cars for interstate shipments of coal from Bigler, Pa., to points outside the State of Pennsylvania.

June 28, 1907. Complaint filed.

August 15, 1907. Answer filed.

1140. Berckmans Brothers *v.* Georgia Railroad Company and others.

Violation of section 1 in rates of transportation refrigeration and car service on shipments of peaches from Mayfield, Ga., to Boston, New York, Philadelphia, Washington, Hartford, and other points.

June 28, 1907. Complaint filed.

July 30 to September 16, 1907. Answers filed.

1141. Esserman Brothers *v.* Southern Railway Company and others.

Violation of sections 1, 2, and 3 in charges on boots and shoes from various manufacturing centers to points in Georgia and beyond.

June 28, 1907. Complaint filed.

July 18 to September 16, 1907. Answers filed.

1142. J. Kuttner and Company *v.* Southern Railway Company and others.

Violation of sections 1, 2, and 3 in charges on boots and shoes from various manufacturing centers in the north and the east to Rome, Ga.

June 28, 1907. Complaint filed.

July 18 to September 16, 1907. Answers filed.

1143. Miller and Dean *v.* Western and Atlantic Railroad Company and others.

Violation of sections 1, 2, and 3 in charges for freight, car service, and refrigeration for shipments of peaches from Halls Station, Ga., to various points north and east.

June 28, 1907. Complaint filed.

July 30 to September 16, 1907. Answers filed.

1144. G. H. Miller and Son *v.* Western and Atlantic Railroad Company and others.

Violation of sections 1, 2, and 3 in charges for freight, refrigeration, and car service on shipments of peaches from Pinson Station, Plainville, and McDaniels Station, Ga., to various points in the north and east.

June 28, 1907. Complaint filed.

July 30 to September 16, 1907. Answers filed.

1145. Miller and Wood *v.* Central of Georgia Railway Company and others.

Violation of sections 1, 2, and 3 in rates on peaches from Lindale, Ga., to various points north and east.

June 28, 1907. Complaint filed.

July 30 to September 16, 1907. Answers filed.

1146. Miller Orchard Company *v.* Central of Georgia Railway Company and others.

Violation of sections 1, 2, and 3 in rates for refrigeration and car service on shipments of peaches from Sprites, Ga., to various points north and east.

June 28, 1907. Complaint filed.

July 30 to September 16, 1907. Answers filed.

1147. *W. P. Simpson v. Nashville, Chattanooga and St. Louis Railway Company and others.*
 Violation of sections 1, 2, and 3 in charges for freight, refrigeration, and car service on shipments of peaches from Rome, Ga., to various points north and east.
 June 28, 1907. Complaint filed.
 July 30 to September 16, 1907. Answers filed.
1148. *E. J. Willingham v. Central of Georgia Railway Company and others.*
 Violation of sections 1, 2, and 3 in charges for freight, refrigeration, and car service on shipments of peaches from Marshallville, Ga., to various points.
 June 28, 1907. Complaint filed.
 July 30 to September 16, 1907. Answers filed.
1149. *Willingham Fruit Company v. Central of Georgia Railway Company and others.*
 Violation of sections 1, 2, and 3 in charges for freight, refrigeration, and car service on shipments of peaches from Marshallville, Ga., to various points north and east.
 June 28, 1907. Complaint filed.
 July 30 to September 16, 1907. Answers filed.
1150. *City of Spokane v. Great Northern Railway Company.*
 Violation of sections 1, 2, 3, and 4 by discriminating against Spokane in favor of Seattle, Wash., in rate on sheet steel from Pittsburg, Pa.
 June 28, 1907. Complaint filed.
 July 30, 1907. Answer filed.
 September 19, 1907. Order entered; case suspended at request of complainant.
1151. *City of Spokane v. Northern Pacific Railway Company.*
 Violation of sections 1, 2, 3, and 4 by discriminating against Spokane in favor of Seattle, Wash., in rates on sheet steel and rivets from Pittsburg, Pa., to the respective cities.
 June 28, 1907. Complaint filed.
 July 30, 1907. Answer and demurrer filed.
 September 19, 1907. Order entered; case suspended at request of complainant.
1152. *City of Spokane v. Oregon Railroad and Navigation Company.*
 Violation of sections 1, 2, 3, and 4 by discriminating against Spokane, Wash., in favor of Portland, Oreg., in rate on sheet steel from Pittsburg, Pa., to the respective cities.
 June 28, 1907. Complaint filed.
 July 30, 1907. Demurrer filed.
 September 19, 1907. Order entered; case suspended at request of complainant.
1153. *Enid Ice and Fuel Company v. Chicago, Rock Island and Pacific Railway Company.*
 Violation of sections 1, 2, 3, and 4 in rates on coal from points in Indian Territory to Enid, Okla.
 June 28, 1907. Complaint filed.
 July 31, 1907. Answer filed.
 November 20, 1907. Hearing.
1154. *Enid Ice and Fuel Company v. Fort Smith and Western Railroad Company and others.*
 Violation of sections 1, 2, 3, and 4 in rates on coal from points in Indian Territory to Enid, Okla.
 June 28, 1907. Complaint filed.
 July 30, 1907. Answer filed.
 November 20, 1907. Hearing.
1155. *F. J. Gentry v. Chicago, Rock Island and Pacific Railway Company and others.*
 Violation of sections 1, 2, 3, and 4 in rates on coal from points in Indian Territory to Goltry, Okla.
 June 28, 1907. Complaint filed.
 July 31, 1907. Answer filed.
 November 20, 1907. Hearing.

1156. *F. J. Gentry v. Chicago, Rock Island and Pacific Railway Company and others.*
Violation of sections 1, 2, 3, and 4 in rates on coal from points in Indian Territory to Pond Creek and others points in Oklahoma.
June 28, 1907. Complaint filed.
July 31, 1907. Answer filed.
November 20, 1907. Hearing.
1157. *J. T. Gist v. Chicago, Rock Island and Pacific Railway Company and others.*
Violation of sections 1, 2, 3, and 4 in rates on coal from points in Indian Territory to Enid, Okla.
June 28, 1907. Complaint filed.
July 31, 1907. Answer filed.
November 20, 1907. Hearing.
1158. *W. B. Johnston v. Chicago, Rock Island and Pacific Railway Company.*
Violation of sections 1, 2, 3, and 4 in rates on coal from points in Indian Territory to Enid and Hitchcock, Okla.
June 28, 1907. Complaint filed.
July 31, 1907. Answer filed.
November 20, 1907. Hearing.
1159. *Farmers' Business Association v. Chicago, Burlington and Quincy Railway Company.*
Violation of section 3 by discriminating against the town of Holbrook, Nebr., in supplying cars for the shipment of live stock and especially for the shipment of hogs to Denver, Colo.
June 28, 1907. Complaint filed.
August 10, 1907. Answer filed.
1160. *C. M. Howard and Brother v. Missouri, Kansas and Texas Railway Company and others.*
Violation of sections 2 and 3 in rates on cattle and calves from Stigler and San Bois, Ind. T., to Kansas City, Mo.
June 28, 1907. Complaint filed.
July 18 to 30, 1907. Answers filed.
December 6, 1907. Report and order filed.
1161. *Bass and Heard v. Southern Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on boots and shoes from various points to Rome, Ga.
June 29, 1907. Complaint filed.
July 18 to September 16, 1907. Answers filed.
1162. *Beatrice Creamery Company and others v. Illinois Central Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on milk and cream, in the territory immediately surrounding the city of Chicago.
June 29, 1907. Complaint filed.
July 31 to August 10, 1907. Answers filed.
1163. *Forest City Freight Bureau v. Ann Arbor Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on wire brushes and wire brooms by reason of their classification with toilet brushes.
June 29, 1907. Complaint filed.
July 18 to October 3, 1907. Answers filed.
November 11, 1907. Hearing.
1164. *Moise Brothers Company v. Chicago, Rock Island and El Paso Railway Company and others.*
Violation of sections 1, 2, 3, and 4 in rate on coal from Picton and other points in Colorado to Santa Rosa, N. Mex.
June 29, 1907. Complaint filed.
July 30 to August 26, 1907. Answers filed.
1165. *Parlin and Orendorff Company v. St. Louis, Iron Mountain and Southern Railway Company.*
Violation of section 1 by overcharge on carload of vehicles from St. Louis, Mo., to Beebe, Ark.
June 28, 1907. Complaint filed.
September 11, 1907. Answers filed.

1166. *R. C. Tidwell v. Missouri, Kansas and Texas Railway Company and others.*
 Violation of sections 1, 2, and 3 in rate on cattle and calves from Kinta, Ind. T., to Kansas City as compared with the combination of the locals.
 June 28, 1907. Complaint filed.
 July 18 to October 21, 1907. Answers filed.
 October 21-22, 1907. Hearing.
 November 18, 1907. Brief filed.
 December 6, 1907. Report and order filed.
1167. *Hydraulic-Pressed Brick Company v. St. Louis and San Francisco Railroad Company and others.*
 Violations of sections 1, 2, and 3 in joint through rates on enameled bricks in carloads from Cheltenham, Mo., to New Iberia, La.
 June 28, 1907. Complaint filed.
 July 30 to August 3, 1907. Answers filed.
1168. *Florida Fruit and Vegetable Shippers' Protective Association v. Atlantic Coast Line Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on citrus fruits and vegetables from Florida points to points north and east.
 July 3, 1907. Complaint filed.
 July 30 to September 14, 1907. Answers filed.
1169. *Pacific Purchasing Company v. Chicago and Northwestern Railway Company.*
 Violation of sections 1, 2, and 3 in rate on shipment of brass beds from Kenosha, Wis., to Los Angeles, Cal.
 July 3, 1907. Complaint filed.
 August 3 to 10, 1907. Answers filed.
 September 26, 1907. Hearing.
 November 7, 1907. Statement filed.
 December 2, 1907. Report and order filed.
1170. *H. G. Hancock v. Missouri, Kansas and Texas Railway Company.*
 Violation of sections 1, 2, and 3 in rates on cattle and calves, from Kiowa, Ind. T., to Kansas City, Mo., as compared with the sum of the locals.
 July 3, 1907. Complaint filed.
 July 30, 1907. Answer filed.
 October 21-22, 1907. Hearing.
 November 18, 1907. Brief filed.
 December 6, 1907. Report and order filed.
1171. *M. L. Rhodes v. Missouri, Kansas and Texas Railway Company.*
 Violation of sections 1, 2, and 3 in rates on cattle and calves from Kiowa, Ind. T., to Kansas City, Mo., as compared with the combination of the locals.
 July 3, 1907. Complaint filed.
 July 30, 1907. Answer filed.
 October 21-22, 1907. Hearing.
 November 18, 1907. Brief filed.
 December 6, 1907. Report and order filed.
1172. *T. A. Bounds v. Missouri, Kansas and Texas Railway Company.*
 Violation of sections 1, 2, and 3 in rate on cattle and calves from Kiowa, Ind. T., to Kansas City, Mo., as compared with the combination of the locals.
 July 3, 1907. Complaint filed.
 July 30, 1907. Answer filed.
 October 21-22, 1907. Hearing.
 November 18, 1907. Brief filed.
 December 6, 1907. Report and order filed.
1173. *R. A. Robon v. Missouri, Kansas and Texas Railway Company and others.*
 Violation of sections 1, 2, and 3 in rate on cattle and calves from Kinta, Ind. T., to Kansas City, Mo., as compared with the combination of the locals.
 July 3, 1907. Complaint filed.
 July 30 to October 21, 1907. Answers filed.
 October 21-22, 1907. Hearing.
 November 18, 1907. Brief filed.
 December 6, 1907. Report and order filed.

1174. *Corn Belt Meat Producers' Association v. Chicago, Burlington and Quincy Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on live stock from Iowa points to Chicago as compared with the rate from points in Illinois and Chicago, and discrimination against Iowa shippers in the matter of "feeding in transit" rates.
July 5, 1907. Complaint filed.
July 30 to September 14, 1907. Answers filed.
October 31, 1907. Amendment to complaint filed.
November 9, 1907. Answer to amendment filed.
1175. *Merchants Traffic Association v. Atchison, Topeka and Santa Fe Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on cameras, camera stands, motor cycles, and bicycles from St. Louis, Mo., to Denver, Colo.
July 10, 1907. Complaint filed.
July 30 to September 24, 1907. Answers filed.
September 10, 1907. Amendment to complaint filed.
October 28, 1907. Hearing.
1176. *Merchants' Traffic Association v. Oregon Railroad and Navigation Company and others.*
Violation of sections 1, 2, and 3 in rates on books from Portland, Oreg., to Denver, Colo.
July 10, 1907. Complaint filed.
July 30 to August 10, 1907. Answers filed.
October 30, 1907. Hearing.
1177. *Jewett Brothers and Jewett v. Chicago, Milwaukee and St. Paul Railway Company and others.*
Violation of sections 1, 2, and 3 in rates from Chicago, Milwaukee, Green Bay, and other Lake Michigan points to Sioux Falls as compared with rate to Sioux City.
July 10, 1907. Complaint filed.
July 30 to August 10, 1907. Answers filed.
August 29, 1907. Intervening petition filed.
1178. *Virginia-Lee Company v. Black Mountain Railway Company and others.*
Violation of sections 2 and 3 by refusing to furnish connection, spur tracks, etc., to the coal mines of complainants in Lee County, Va., without exacting unfair conditions.
July 17, 1907. Complaint filed.
August 10, 1907. Answer filed.
1179. *National Hay Association v. Michigan Central Railroad Company and others.*
Violation of sections 1, 2, and 3 by arbitrarily removing hay and straw from the sixth class to the fifth class in Official Classification.
July 17, 1907. Complaint filed.
August 10 to September 9, 1907. Answers filed.
1180. *Meeker and Company v. Lehigh Valley Railroad Company.*
Violation of sections 1, 2, and 3 by discriminating against complainant in charges on coal from the Wyoming coal region of Pennsylvania to Perth-Amboy, N. J., in favor of the coal company owned by defendant.
July 17, 1907. Complaint filed.
1181. *J. B. Cobb v. Missouri, Kansas and Texas Railway Company.*
Violation of sections 1, 2, and 3 in rate on cattle and calves from Midway, Ind. T., to Kansas City, Mo., as compared with combination of locals.
July 17, 1907. Complaint filed.
July 30, 1907. Answer filed.
October 21-22, 1907. Hearing.
December 6, 1907. Report and order filed.
1182. *O. L. Dulany v. Missouri, Kansas and Texas Railway Company.*
Violation of sections 1, 2, and 3 in rate on cattle and calves from Midway, Ind. T., to Kansas City, Mo., as compared with the combination of the locals.
July 17, 1907. Complaint filed.
July 30, 1907. Answer filed.
October 21-22, 1907. Hearing.
December 6, 1907. Report and order filed.

1183. *Raven Red Ash Coal Company and others v. Norfolk and Western Railway Company.*
 Violation of sections 1, 2, and 3 by discrimination in rates against complainants in favor of mines in which stockholders of defendant are interested.
 July 18, 1907. Complaint filed.
 August 10, 1907. Answer filed.
 November 6, 1907. Intervening petition filed.
 November 16, 1907. Order entered amending intervening petition.
 November 29, 1907. Answer to intervening petition filed.
1184. *Arkansas Fuel Company v. Chicago, Milwaukee and St. Paul Railway Company.*
 Violation of sections 1, 2, and 3 by collection of illegal switching charges on shipment of coal to Kansas City, Mo.
 July 18, 1907. Complaint filed.
 July 30, 1907. Answer filed.
 October 25, 1907. Hearing.
 November 4, 1907. Report and order filed.
 November 7 to 22, 1907. Briefs filed.
1185. *In the Matter of the Issuance of Passes to Bondsmen by the Missouri, Kansas and Texas Railway Company and the Missouri, Kansas and Texas Railway Company of Texas.*
 July 20, 1907. Order entered.
 September 13, 1907. Answers filed.
 November 4, 1907. Proceedings ordered discontinued.
 November 6, 1907. Argument filed.
1186. *P. P. Griffin v. New York Central and Hudson River Railroad Company and others.*
 Violation of sections 1, 2, and 3 by charging the sum of the local rates on carload shipments of lumber from Bell's Landing, Pa., to Sidney, N. Y., instead of the published through rate.
 July 23, 1907. Complaint filed.
 August 15, 1907. Answer filed.
1187. *Romona Oolitic Stone Company v. Chicago, Indianapolis and Louisville Railway Company.*
 Violation of sections 1, 2, and 3 by refusing to weigh carloads of stone, billing such shipments at marked capacity of cars used.
 July 23, 1907. Complaint filed.
 August 29, 1907. Answer filed.
 November 13, 1907. Hearing.
1188. *Romona Oolitic Stone Company v. Vandalia Railroad Company.*
 Violation of sections 1, 2, and 3 by refusing to weigh carloads of stone, billing such shipments at marked capacity of cars used.
 July 23, 1907. Complaint filed.
 November 13, 1907. Hearing.
1189. *J. H. Werbelovsky v. Buffalo, Rochester and Pittsburg Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on window glass from Bradford, Pa., to Bushwick, Long Island.
 July 23, 1907. Complaint filed.
 August 10 to 14, 1907. Answers filed.
 October 28, 1907. Hearing.
1190. *Cohn Brothers v. Yazoo and Mississippi Valley Railroad Company.*
 Violation of sections 1, 2, and 3 in rates on compressed cotton from Lorman to New Orleans, La., as compared with the rate from Port Gibson, Miss., and also from Lorman, Miss., to Boston and eastern points as compared with the rate from Port Gibson, Miss.
 July 30, 1907. Complaint filed.
 November 11, 1907. Order of dismissal entered.
1191. *Phillips-Trawick-James Company v. Southern Pacific Company and others.*
 Violation of sections 1, 2, and 3 in rates on canned goods and dried fruits from southern Pacific coast terminals to Nashville, Tenn.
 July 30, 1907. Complaint filed.
 August 12 to 26, 1907. Answers filed.

1192. *Georges Creek Basin Coal Company of Allegany County v. Baltimore and Ohio Railroad Company and others.*
Violation of sections 1, 2, 3, and 4 by discriminating against complainants in rate on coal from their mines in Allegany County, Md., to tidewater in favor of mines situated at points in Pennsylvania.
July 30, 1907. Complaint filed.
August 26 to 31, 1907. Answers filed.
1193. *Wood River Grain Company v. Union Pacific Railroad Company.*
Violation of sections 2 and 3 by discriminatory practices in supplying cars for the shipment of grain.
July 30, 1907. Complaint filed.
August 12, 1907. Answer filed.
1194. *Ocheltree Grain Company v. Chicago, Rock Island and Pacific Railway Company.*
Violation of sections 1, 2, and 3 in rates on snapped corn from Indian Territory points to points in Texas.
July 30, 1907. Complaint filed.
August 29, 1907. Answer filed.
November 20, 1907. Hearing.
1195. *Alaska Lumber Company v. Northern Pacific Railway Company and others.*
Violation of sections 1, 2, and 3 in rate on shingles from Edgcomb, Wash., to El Paso, Tex.
August 1, 1907. Complaint filed.
August 21 to 23, 1907. Answers filed.
September 13, 1907. Hearing.
1196. *Charles A. Sibley v. Union Pacific Railroad Company.*
Violation of sections 1, 2, and 3 by discrimination against passengers traveling from a point in Nebraska over a line through Colorado to another point in Nebraska in favor of passengers traveling over a line wholly within the State of Nebraska.
August 1, 1907. Complaint filed.
September 7, 1907. Answer filed.
1197. *Banner Milling Company v. New York Central and Hudson River Railroad Company.*
Violation of sections 1, 2, and 3 in rates on flour and similar commodities from Buffalo to Boston and other points taking the same rates.
August 2, 1907. Complaint filed.
August 14, 1907. Answer filed.
October 18, 1907. Hearing.
November 2 to 23, 1907. Briefs filed.
1198. *Thornton and Chester Milling Company v. Delaware, Lackawanna and Western Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on flour and like commodities from Buffalo, N. Y., to Providence, R. I.
August 2, 1907. Complaint filed.
August 21, 1907. Answers filed.
October 18, 1907. Hearing.
November 2, 1907. Brief filed.
1199. *Washburn-Crosby Company v. Erie Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on flour from Buffalo, N. Y., to Unionville, Conn.
August 2, 1907. Complaint filed.
August 22, 1907. Answers filed.
October 18, 1907. Hearing.
November 2 to 30, 1907. Briefs filed.
1200. *Washburn-Crosby Company v. Lehigh Valley Railroad Company.*
Violation of sections 1, 2, and 3 in rates on flour from Buffalo, N. Y., to Irvington, N. J.
August 2, 1907. Complaint filed.
August 20, 1907. Answer filed.
October 18, 1907. Hearing.
November 2, 1907. Brief filed.

1201. *Washburn-Crosby Company v. Pennsylvania Railroad Company.*
 Violation of sections 1, 2, and 3 in rates on bran from Buffalo, N. Y., to Baltimore, Md.
 August 2, 1907. Complaint filed.
 August 22, 1907. Answer filed.
 October 18, 1907. Hearing.
 November 2 to 14, 1907. Briefs filed.
1202. *Oklahoma and Arkansas Coal Traffic Bureau v. Midland Valley Railroad Company.*
 Violation of sections 2 and 3 by declining to accept and transport shipments of coal from shipping points in Indian Territory and Arkansas to Howe and Kemp, Tex., when consigned to purchasing agent Southern Pacific Company, notwithstanding published through joint rates.
 August 2, 1907. Complaint filed.
 August 22, 1907. Answer filed.
 November 19, 1907. Hearing.
 December 2, 1907. Report and order filed.
1203. *Theron F. Miller v. Michigan Central Railroad Company.*
 Violation of section 1 in interstate passenger fare from Michigan City, Ind., to New Buffalo, Mich.
 August 2, 1907. Complaint filed.
 August 12, 1907. Answer filed.
 September 17, 1907. Hearing.
 October 7, 1907. Order of dismissal entered.
1204. *Pecos Mercantile Company v. Atchison, Topeka and Santa Fe Railway Company and others.*
 Violation of sections 1, 2, 3, and 4 in rates on wagons, packing-house products, wire, nails, canned goods, etc., from Chicago, St. Louis, and Denver to Pecos, Tex., as compared with the rate for the longer haul over the same line to El Paso and Big Spring, Tex.
 August 5, 1907. Complaint filed.
 August 14 to September 3, 1907. Answers filed.
1205. *S. R. Washer Grain Company v. Missouri Pacific Railway Company.*
 Violation of sections 1, 2, and 3 by discriminating against Atchison, Kans., in favor of Leavenworth and Coffeyville, Kans., by furnishing the latter cities various services in connection with the handling of grain while refusing Atchison such privilege.
 August 6, 1907. Complaint filed.
 August 26, 1907. Answer filed.
1206. *Detroit Chemical Works v. Erie Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on iron pyrites from New York to Detroit, Mich.
 August 6, 1907. Complaint filed.
 August 19, 1907. Amended petition filed.
 August 19, 1907. Order entered bringing in additional defendants.
 August 24 to September 19, 1907. Answers filed.
 November 20, 1907. Hearing.
1207. *J. H. Leonard Coal Company v. St. Louis and San Francisco Railroad Company.*
 Violation of section 1 in basis of computing rate on actual or estimated mine weight on shipments of coal from points in Kansas, Arkansas, and Indian Territory.
 August 8, 1907. Complaint filed.
 September 9, 1907. Answer filed.
 October 22, 1907. Hearing.
 November 4, 1907. Order of dismissal entered.
1208. *J. H. Leonard Coal Company v. Missouri, Kansas and Texas Railway Company.*
 Violation of section 1 in basis of computing rate on estimated or mine weight on shipments of coal from points in Kansas, Arkansas, and Indian Territory.
 August 8, 1907. Complaint filed.
 August 15, 1907. Answer filed.
 October 22, 1907. Hearing.
 November 4, 1907. Order of dismissal entered.

1209. *Coomes and McGraw v. Chicago, Milwaukee and St. Paul Railway Company and others.*
 Violation of section 1 in charges on broom corn in carloads from Elk City, Okla., to Sioux City, Iowa.
 August 7, 1907. Complaint filed.
 August 31 to September 9, 1907. Answers filed.
1210. *Missouri and Kansas Shippers Association v. Missouri, Kansas and Texas Railway Company.*
 Violation of sections 1, 2, and 3 in rates on hay from points in Kansas to Kansas City, Mo.
 August 9, 1907. Complaint filed.
 August 15, 1907. Answer filed.
 October 23, 1907. Hearing.
 November 4, 1907. Report and opinion filed.
1211. *Star Coal Company v. Chicago, Milwaukee and St. Paul Railway Company.*
 Violation of section 1 by the exaction of illegal switching charge at Kansas City on shipments of coal.
 August 9, 1907. Complaint filed.
 August 19, 1907. Answer filed.
 October 21, 1907. Hearing.
 November 7 to 22, 1907. Briefs filed.
 November 4, 1907. Report and order filed.
1212. *Missouri and Kansas Shippers Association v. Atchison, Topeka and Santa Fe Railway Company.*
 Violation of section 1 by exaction of illegal switching charge at Kansas City on shipments of hay.
 August 9, 1907. Complaint filed.
 September 7, 1907. Answer filed.
 October 22, 1907. Hearing.
1213. *William Morti v. Chicago, Milwaukee and St. Paul Railway Company.*
 Violation of sections 1, 2, and 3 in charges on shipment of seven carloads of cattle from Leon, Kans., to Chicago, Ill.
 August 9, 1907. Complaint filed.
 August 22, 1907. Answer filed.
1214. *Minneapolis Threshing Machine Company v. Chicago, St. Paul, Minneapolis and Omaha Railway Company and others.*
 Violation of sections 1, 2, and 3 by discriminating against Minneapolis in favor of Racine, Wis., and Battle Creek, Mich., in rates on agricultural implements and machinery to New York for export.
 August 12, 1907. Complaint filed.
 August 27 to September 30, 1907. Answers filed.
1215. *Reliance Coal Company v. Lehigh Valley Railroad Company.*
 Violation of sections 1, 2, and 3 in rates on coal from Reliance Colliery to South Wilkesbarre, Pa., and from Pittston, Pa., to Buffalo, N. Y.
 August 13, 1907. Complaint filed.
 September 7, 1907. Answer filed.
1216. *Schwager and Nettleton v. Great Northern Railway Company.*
 Violation of section 1 by overcharge on shipments of lumber from Avon, Wash., to Minnesota Transfer, Minn., and Minot, S. Dak.
 August 13, 1907. Complaint filed.
 September 9, 1907. Answer filed.
 September 13, 1907. Hearing.
 October 23, 1907. Brief filed.
 December 6, 1907. Report and order filed.
1217. *John B. Manning v. Chicago and Alton Railroad Company and others.*
 Violation of section 2 by unlawful consolidation of defendants' lines, with refusal to furnish information to stockholders.
 August 15, 1907. Complaint filed.
 September 20, 1907. Joint demurrer filed.
 October 15, 1907. Argument of petitioner on demurrer filed.
 October 28, 1907. Hearing.
 November 9 to 21, 1907. Briefs filed.
1218. *Nebraska State Railway Commission v. Union Pacific Railroad Company.*
 Violation of sections 1, 2, 3, and 4 in rate on lump coal from Rock Springs and Hanna, Wyo., to points in Nebraska.
 August 15, 1907. Complaint filed.
 September 27, 1907. Answer filed.

1219. Coffeyville Vitrified Brick and Tile Company *v.* St. Louis and San Francisco Railroad Company and others.
 Violation of sections 1, 2, and 3 in rate on vitrified brick from Cherryvale, Kans., to Duncan, Ind. T.
 August 16, 1907. Complaint filed.
 September 27, 1907. Answer filed.
 October 26, 1907. Hearing.
 November 11, 1907. Report and order filed.
1220. Mayer Coal Company *v.* Chicago, Milwaukee and St. Paul Railway Company.
 Violation of sections 1, 2, 3, and 6 by exaction of illegal switching charge at Kansas City on shipments of coal.
 August 20, 1907. Complaint filed.
 September 3, 1907. Answer filed.
 October 21, 1907. Hearing.
 November 7 to 22, 1907. Briefs filed.
 November 4, 1907. Report and opinion filed.
1221. E. W. Pressley *v.* Gulf, Colorado and Santa Fe Railway Company and others.
 Violation of sections 1, 2, and 3 in through rates on cotton seed from Marietta, Ind. T., to Cleburne and Plano, Tex., exceeding sum of locals.
 August 20, 1907. Complaint filed.
 September 14 to November 13, 1907. Answers filed.
 November 13, 1907. Hearing.
 December 2, 1907. Report and order filed.
1222. Gray-Bryan Coal Company *v.* Chicago, Milwaukee and St. Paul Railway Company.
 Violation of sections 1, 2, 3, and 6 by exaction of illegal switching charge at Kansas City on shipments of coal.
 August 20, 1907. Complaint filed.
 September 3, 1907. Answer filed.
 October 21, 1907. Hearing.
 November 4, 1907. Report and order filed.
 November 7 to 22, 1907. Briefs filed.
1223. Nevada Commercial League *v.* Nevada-California-Oregon Railway Company and others.
 Violation of sections 1, 2, and 3 by discriminating against the city of Reno, Nev., in rates and the failure to furnish cars.
 August 21, 1907. Complaint filed.
 September 19, 1907. Answer filed.
 September 23, 1907. Order of dismissal entered.
1224. Missouri and Kansas Shippers' Association *v.* Missouri Pacific Railway Company.
 Violation of sections 1, 2, and 3 by discrimination in switching charges at Kansas City on shipments of various commodities.
 August 22, 1907. Complaint filed.
 October 22, 1907. Hearing.
 October 23, 1907. Answer filed.
1225. Missouri and Kansas Shippers' Association *v.* Missouri Pacific Railway Company.
 Violation of sections 1, 2, and 3 by discriminatory switching charges on coal at Kansas City.
 August 22, 1907. Complaint filed.
 October 19, 1907. Answer filed.
 October 22, 1907. Hearing.
1226. Missouri and Kansas Shippers' Association *v.* Kansas City Belt Railway Company and others.
 Violation of sections 1, 2, and 3 by exaction of illegal switching charge at Kansas City.
 August 22, 1907. Complaint filed.
 August 31 to October 19, 1907. Answers filed.
 October 22, 1907. Hearing.
 October 28, 1907. Amendment to answer filed.

1227. *J. W. Thompson Lumber Company and others v. Illinois Central Railroad Company and others.*
Violation of sections 1, 2, and 3 by arbitrary increase in rate on hard-wood lumber from Memphis, Tenn., to New Orleans, La.
June 28, 1907. Complaint filed.
August 26, 1907. Amendment to complaint filed.
August 28, 1907. Order entered bringing in additional defendants.
September 27 to November 4, 1907. Answers filed.
November 9-11, 1907. Hearing.
1228. *Export Shipping Company v. Wabash Railroad Company and others.*
Violation of sections 1, 2, and 3 by overcharge on carload shipments of mixed freight and discrimination on shipments of carloads of merchandise.
August 23, 1907. Complaint filed.
September 21 to October 28, 1907. Answers filed.
October 28, 1907. Hearing.
1229. *Export Shipping Company v. New York, Chicago and St. Louis Railroad Company and others.*
Violation of sections 1, 2, and 3 by overcharge on carload shipment of mixed freight Chicago to New York and discrimination on shipments of carloads of merchandise.
August 23, 1907. Complaint filed.
September 21 to 25, 1907. Answers filed.
October 28, 1907. Hearing.
1230. *Export Shipping Company v. Baltimore and Ohio Railroad Company.*
Violation of sections 1, 2, and 3 by overcharge on carload shipment of mixed freight Chicago to New York and discrimination on shipments of carloads of merchandise.
August 23, 1907. Complaint filed.
September 16, 1907. Answer filed.
October 28, 1907. Hearing.
1231. *The Greater Des Moines Committee (Incorporated) v. Chicago, Rock Island and Pacific Railway Company.*
Violation of sections 1, 2, and 3 in freight rates from points east of Indiana-Illinois State line via Rock Island, Ill., to Des Moines, Iowa.
August 24, 1907. Complaint filed.
September 19, 1907. Answer filed.
1232. *Merchants Traffic Association v. Pacific Express Company.*
Violation of section 1 by increase in rates on milk between St. Paul, Nebr., and Denver, Colo.
August 23, 1907. Complaint filed.
September 17, 1907. Answer filed.
October 30, 1907. Hearing.
December 2, 1907. Order of dismissal entered.
1233. *George W. Clarke v. Illinois Central Railroad Company.*
Violation of sections 1, 2, 3, and 4 in charge on carload of potatoes from Sioux Falls, S. Dak., to Brookhaven, Miss.
August 26, 1907. Complaint filed.
September 11, 1907. Answer filed.
1234. *Missouri Valley Banana Dealers' Association v. Missouri, Kansas and Texas Railway Company and others.*
Violation of sections 1, 2, and 3 by charging for refrigeration of perishable fruits and vegetables shipped from points in Arkansas, Texas, Louisiana, Oklahoma, and Indian Territory to points in the States of Missouri and Kansas on basis of weight greater than basis on which the freight charges on said products was computed.
August 26, 1907. Complaint filed.
September 3 to 30, 1907. Answers filed.
1235. *Topeka Banana Dealers' Association v. St. Louis and San Francisco Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on bananas from New Orleans, Mobile, and other southern points to Topeka, Kans.
August 26, 1907. Complaint filed.
September 14 to 30, 1907. Answers filed.
November 27, 1907. Order entered bringing in additional defendants.

1236. *Missouri Valley Banana Dealers' Association v. St. Louis and San Francisco Railroad Company and others.*
Violation of sections 1, 2, 3, and 4 in rates on bananas from New Orleans, La., and Mobile, Ala., to Kansas City, Mo., as compared with the rate to Burlington, Iowa.
August 26, 1907. Complaint filed.
September 16 to 30, 1907. Answers filed.
November 27, 1907. Order entered bringing in additional defendant.
1237. *Thompson and McClure v. Southern Railway Company and others.*
Violation of section 1 by illegal advance in rates on yellow-pine lumber from Mississippi points to Ohio River gateways.
August 26, 1907. Complaint filed.
1238. *Jarratt and Son v. St. Louis, Iron Mountain and Southern Railway Company and others.*
Violation of section 1 in charges on "French claret" staves in carloads from Marianna, La Grange, and Marvell, Ark., to New Orleans and Westwego, La.
August 26, 1907. Complaint filed.
September 16 to November 7, 1907. Answers filed.
1239. *Traffic Bureau, Merchants' Exchange of St. Louis, v. Chicago, Burlington and Quincy Railroad Company.*
Violation of sections 1, 2, and 3 by discriminatory charge on grain from points in Kansas and Nebraska to St. Louis, Mo.
August 26, 1907. Complaint filed.
September 18, 1907. Answer filed.
October 23, 1907. Hearing.
November 2, 1907. Brief filed.
1240. *Traffic Bureau, Merchants' Exchange of St. Louis, v. Missouri Pacific Railway Company.*
Violation of sections 1, 2, and 3 by discriminating charges on grain from points in Kansas and Nebraska to St. Louis, Mo.
August 27, 1907. Complaint filed.
October 21, 1907. Answer filed.
October 23, 1907. Hearing.
November 2 to 18, 1907. Briefs filed.
1241. *Traffic Bureau, Merchants' Exchange of St. Louis, v. Chicago, Rock Island and Pacific Railway Company.*
Violation of sections 1, 2, and 3 by discriminating charges on grain from points in Kansas and Nebraska to St. Louis, Mo.
August 26, 1907. Complaint filed.
October 2, 1907. Answer filed.
October 23, 1907. Hearing.
November 2, 1907. Brief filed.
1242. *Oshkosh Logging Tool Company and others v. Chicago and Northwestern Railway Company.*
Violation of section 1 in overcharges on freight shipments and refusal to adjust claims therefor.
August 26, 1907. Complaint filed.
September 23, 1907. Demurrer filed.
November 15, 1907. Order entered indefinitely postponing further action.
1243. *Oshkosh Logging Tool Company and others v. Chicago and Northwestern Railway Company and others.*
Violation of sections 1, 2, and 3 by exacting freight rates on various goods and commodities in excess of sum of the locals.
August 26, 1907. Complaint filed.
September 12 to October 31, 1907. Answers filed.
November 15, 1907. Order entered indefinitely postponing further action.
1244. *H. C. Wallace (assignee) v. Chicago and Northwestern Railway Company and others.*
Violation of sections 1, 2, and 3 by exacting excessive and unlawful terminal charges for the delivery of cars of live stock at Union Stock Yards, Chicago, Ill.
August 26, 1907. Complaint filed.
September 14 to October 12, 1907. Answers filed.
August 29, 1907. Amended petition filed.

1245. *Termaat and Monahan Company and others v. Wisconsin Central Railway Company and others.*
Violation of sections 1, 2, and 3 by exacting through rates on various goods and commodities greater than the combination of the local rates.
August 28, 1907. Complaint filed.
September 12 to 19, 1907. Answers filed.
November 15, 1907. Order entered indefinitely postponing further action.
1246. *Oshkosh Logging Tool Company and others v. Chicago, Milwaukee and St. Paul Railway Company and others.*
Violation of sections 1, 2, and 3 by exacting through rates on various goods and commodities which are higher than combination of local rates.
August 28, 1907. Complaint filed.
September 12 to October 31, 1907. Answers filed.
November 15, 1907. Order entered indefinitely postponing further action.
1247. *P. J. Rice v. Georgia Railroad Company and others.*
Violation of sections 1, 2, 3, and 4 in rates on coal from Jellico Mines, Tenn., to Augusta, Ga., as compared with the rates to Charleston, S. C.
August 28, 1907. Complaint filed.
September 17 to October 1, 1907. Answers filed.
1248. *Goff-Kirby Coal Company v. Bessemer and Lake Erie Railroad Company.*
Violation of sections 1, 2, and 3 by arbitrary and unreasonable classification of cannel coal.
August 28, 1907. Complaint filed.
October 9, 1907. Answer filed.
1249. *Butts Cannel Coal Company v. Bessemer and Lake Erie Railroad Company.*
Violation of sections 1, 2, and 3 by arbitrary and unreasonable classification of cannel coal.
August 28, 1907. Complaint filed.
October 9, 1907. Answer filed.
1250. *J. B. Kendrick v. Chicago, Burlington and Quincy Railroad Company.*
Violation of sections 1, 2, and 3 by exacting excessive and unlawful terminal charge for the delivery of cars of live stock at Union Stock Yards, Chicago, Ill.
August 28, 1907. Complaint filed.
September 21, 1907. Answer filed.
1251. *Kendrick and Burrows v. Chicago, Burlington and Quincy Railroad Company.*
Violation of sections 1, 2, and 3 by exacting excessive and unlawful terminal charge for the delivery of cars of live stock at Union Stock Yards, Chicago, Ill.
August 28, 1907. Complaint filed.
September 21, 1907. Answer filed.
1252. *Fels and Company v. Pennsylvania Railroad Company and others.*
Violation of sections 1, 2, and 3 in classification of soaps in less than carloads.
April 28, 1907. Complaint filed.
September 22, 1907. Answer filed.
1253. *Jackson Lumber Company v. Central of Georgia Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on yellow-pine lumber from Southwestern Freight Association territory and Mississippi Valley Southeastern territory to points in New York, Pennsylvania, New Jersey, and the New England States.
August 28, 1907. Complaint filed.
September 25 to October 7, 1907. Answers filed.
1254. *Floral a Saw Mill Company v. Central of Georgia Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on yellow-pine lumber from Southwestern Freight Association territory and Mississippi Valley southeastern territory to points in New York, Pennsylvania, New Jersey, and the New England States.
August 28, 1907. Complaint filed.
September 25 to October 7, 1907. Answers filed.

1255. *Charles J. Hysham v. Chicago, Burlington and Quincy Railroad Company.*
 Violation of sections 1, 2, and 3 by exacting excessive and unlawful terminal charge for the delivery of cars of live stock at Union Stock Yards, Chicago, Ill.
 August 28, 1907. Complaint filed.
 September 16, 1907. Answer filed.
1256. *Count R. Boyd v. Louisville and Nashville Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on yellow-pine lumber from points in Georgia, Alabama, Mississippi, and Florida to Nashville, Tenn.
 August 27, 1907. Complaint filed.
 September 27, 1907. Answer filed.
1257. *Norvell and Wallace v. Louisville and Nashville Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on yellow-pine lumber from points in Georgia, Alabama, Mississippi, and Florida to Nashville, Tenn.
 August 27, 1907. Complaint filed.
 September 12 to 27, 1907. Answers filed.
1258. *Winters Metallic Paint Company v. Atchison, Topeka and Santa Fe Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on ground iron ore in carloads from Iron Range, Wis., and Chicago common points to Pacific coast terminals.
 August 30, 1907. Complaint filed.
 September 23 to October 14, 1907. Answers filed.
1259. *Chickasaw Compress Company v. Gulf, Colorado and Santa Fe Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on cotton from Ardmore and other Indian Territory and Oklahoma points to Boston, Mass.
 August 30, 1907. Complaint filed.
 September 27 to October 2, 1907. Answers filed.
 October 2, 1907. Amended petition filed.
 November 15, 1907. Intervening petition filed.
 November 15, 1907. Hearing.
1260. *Pauls Valley Compress and Storage Company v. Gulf, Colorado and Santa Fe Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on cotton from Ardmore and other Indian Territory points to Boston, Mass.
 August 30, 1907. Complaint filed.
 September 27, 1907. Answer filed.
 October 2, 1907. Amendment to complaint filed.
 October 7, 1907. Answer to amended complaint filed.
 November 15, 1907. Intervening petition filed.
 November 15, 1907. Hearing.
1261. *Frank W. Hunt v. New York Central and Hudson River Railroad Company.*
 Violation of section 1 in rates on dry hides from New York City to Island Falls and Bridgewater, Me.
 August 27, 1907. Complaint filed.
 September 13, 1907. Amended petition filed.
 October 3, 1907. Answer filed.
 October 7, 1907. Order of dismissal entered.
1262. *Frank W. Hunt v. Boston and Maine Railroad and others.*
 Violation of section 1 in rates on sole leather from Island Falls and Bridgewater, Me., to Boston, Mass., and in rates on dry hides from Boston to Bridgewater and Island Falls, Me.
 August 27, 1907. Complaint filed.
 September 13, 1907. Amended petition filed.
 October 7, 1907. Order of dismissal entered.
1263. *Traffic Bureau, Merchants' Exchange of St. Louis, v. St. Louis and San Francisco Railroad Company.*
 Violation of sections 1, 2, and 3 in rates on grain from points in Kansas to St. Louis.
 August 31, 1907. Complaint filed.
 October 2, 1907. Answer filed.

1263—Continued.

October 23, 1907. Hearing.

November 2, 1907. Brief filed.

1264. *Hysham and McPherson v. Chicago, Burlington and Quincy Railroad Company.*

Violation of sections 1, 2, and 3 by exacting excessive and unlawful terminal charge for the delivery of cars of live stock at Union Stock Yards, Chicago, Ill.

August 31, 1907. Complaint filed.

September 16, 1907. Answer filed.

1265. *Thomas B. McPherson v. Chicago, Burlington and Quincy Railroad Company.*

Violation of sections 1, 2, and 3 by exacting excessive and unlawful terminal charge for the delivery of cars of live stock at Union Stock Yards, Chicago, Ill.

August 13, 1907. Complaint filed.

September 16, 1907. Answer filed.

1266. *Traffic Bureau, Merchants' Exchange of St. Louis, v. Missouri Pacific Railway Company and others.*

Violation of section 1, 2, and 3 by discriminating against St. Louis in favor of Kansas City, St. Joseph, Mo., and Omaha, Nebr., in rates on grain and grain products from St. Louis to points in Arkansas and Louisiana.

September 5, 1907. Complaint filed.

October 21, 1907. Answer filed.

October 23, 1907. Hearing.

October 25, 1907. Hearing.

November 22, 1907. Brief filed.

1267. *Traffic Bureau, Merchants' Exchange of St. Louis, v. Missouri, Kansas and Texas Railway Company.*

Violation of sections 1, 2, and 3 by discriminating against St. Louis in favor of other places in rates on grain from points in Kansas to points in St. Louis.

September 5, 1907. Complaint filed.

September 12, 1907. Answer filed.

October 17, 1907. Supplementary answer filed.

October 23, 1907. Hearing.

November 2, 1907. Brief filed.

1268. *Holcomb-Hayes Company v. Illinois Central Railroad Company and others.*

Violation of section 1 in rates on cross-ties from points on the Nashville Division of the Illinois Central Railroad and Nashville Division of the Southern Railway to Bloomington, Pawnee Junction, and Paxton, Ill.

August 27, 1907. Complaint filed.

September 27 to 30, 1907. Answers filed.

October 28, 1907. Hearing.

December 9, 1907. Report and order filed.

1269. *Georgia Rough and Cut Stone Company v. Georgia Railroad Company and others.*

Violation of sections 1, 2, and 3 by discrimination in the shipment of paving brick from Lithonia, Ga., to Chicago, Ill.

August 28, 1907. Complaint filed.

October 12, 1907. Answer filed.

1270. *Merriam and Holmquist Company v. Chicago and Northwestern Railway Company.*

Violation of sections 1, 2, and 3 by discrimination in failure to pay for elevator services.

September 9, 1907. Complaint filed.

October 5, 1907. Answer filed.

1271. *Merriam and Holmquist Company v. Illinois Central Railroad Company.*

Violation of sections 1, 2, and 3 by discrimination in failure to pay for elevator services.

September 9, 1907. Complaint filed.

September 30, 1907. Answer filed.

1272. Merriam and Holmquist Company *v.* Chicago Great Western Railway Company.
Violation of sections 1, 2, and 3 by discrimination in failure to pay for elevator services.
September 9, 1907. Complaint filed.
October 3, 1907. Answer filed.
1273. Merriam and Holmquist Company *v.* Chicago, Milwaukee and St. Paul Railway Company.
Violation of sections 1, 2, and 3 by discrimination in failure to pay for elevator services.
September 9, 1907. Complaint filed.
October 14, 1907. Answer filed.
1274. Minneapolis Threshing Machine Company *v.* Chicago, Rock Island and Pacific Railway Company.
Violation of sections 1, 2, and 3 in rates on agricultural implements from Dallas, Tex., to Kansas City, Mo.
September 10, 1907. Complaint filed.
October 7, 1907. Answer filed.
1275. New Orleans Board of Trade and others *v.* Illinois Central Railroad Company and others.
Violation of sections 1, 2, and 3 by discrimination in the matter of storage, car retention, and wharfage of forest products and cottonseed products to New Orleans on local bills of lading for export.
September 11, 1907. Complaint filed.
October 2 to 15, 1907. Answers filed.
1276. Applegate and Lewis Coal Company *v.* Chicago, Rock Island and Pacific Railway Company and others.
Violation of sections 1, 2, and 3 by refusal to make joint through rates on coal from Cuba, Ill., to various interstate points.
September 11, 1907. Complaint filed.
October 2 to 7, 1907. Answers filed.
1277. Carl Eichenberg *v.* Southern Pacific Company and others.
Violation of sections 1, 2, and 3 by discrimination in leasing wharves, piers, etc., at Galveston, Tex.
September 11, 1907. Complaint filed.
September 30, 1907. Answers filed.
1278. Ocheltree Grain Company *v.* St. Louis and San Francisco Railroad Company.
Violation of sections 1 and 3 in charges on snapped corn from Chickasha, Ind. T., to points in Louisiana and to Fort Worth, Tex.
September 13, 1907. Complaint filed.
October 7, 1907. Answer filed.
November 20, 1907. Hearing.
1279. Ocheltree Grain Company *v.* Texas and Pacific Railway Company and others.
Violation of section 1 in rates on corn from Ninnekah, Ind. T., to Lettsworth, La.
September 13, 1907. Complaint filed.
September 30 to October 7, 1907. Answers filed.
November 20, 1907. Hearing.
1280. California Commercial Association *v.* Wells, Fargo and Company Express.
Violation of sections 1 and 6 in rates on mixed merchandise from New York to San Francisco.
September 13, 1907. Complaint filed.
October 4, 1907. Answer filed.
1281. Forest City Freight Bureau *v.* Ann Arbor Railroad Company and others.
Violation of section 1 in rates on wire coat hooks in less than carloads from Cleveland, Ohio, to points in Central Freight Association territory, Trunk Line Association territory, and New England territory.
September 17, 1907. Complaint filed.
September 23 to November 4, 1907. Answers filed.
November 12, 1907. Hearing.
1282. Merchants' Coal Company *v.* Baltimore & Ohio Railroad Company.
Violation of sections 2 and 3 by discrimination in the distribution of cars for the transportation of coal.
September 18, 1907. Complaint filed.

1283. Erie Preserving Company *v.* Lake Shore and Michigan Southern Railway Company and others.
Violation of sections 1, 2, and 3 in rates on commodities from Irving, N. Y., to Burlington, Vt.
September 20, 1907. Complaint filed.
October 10, 1907. Answer filed.
1284. The Greater Des Moines Committee *v.* Chicago Great Western Railway Company and others.
Violation of sections 1, 2, and 3 in rates on lumber and forest products from points in Arkansas, Louisiana, and Texas to Des Moines, Iowa.
September 23, 1907. Complaint filed.
November 4, 1907. Answers filed.
1285. The Greater Des Moines Committee *v.* Chicago, Rock Island and Pacific Railway Company.
Violation of sections 1, 2, and 3 in rates on merchandise between Des Moines, Iowa, and Chicago, Ill., operating in discrimination against Des Moines in favor of St. Paul and Minneapolis.
September 23, 1907. Complaint filed.
October 12, 1907. Answer filed.
1286. Bentley and Olmsted Company and others *v.* Lake Shore and Michigan Southern Railway Company and others.
Violation of sections 1, 2, and 3 in rates on merchandise, especially boots and shoes, from Boston to Des Moines, operating in discrimination in favor of St. Paul and Minneapolis.
September 23, 1907. Complaint filed.
October 12, 1907. Answer filed.
1287. The Greater Des Moines Committee *v.* Missouri Pacific Railway Company and others.
Violation of sections 1, 2, and 3 by discrimination in favor of Council Bluffs and other points against Des Moines in rates on lumber, shingles, ties, bridge timber, etc., from points in Arkansas, Louisiana, and Texas, and in rates from East St. Louis to Des Moines.
September 23, 1907. Complaint filed.
November 18, 1907. Answer filed.
1288. The Greater Des Moines Committee *v.* Wabash Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on lumber and other forest products from points in Arkansas to Des Moines, Iowa, and discrimination in favor of Council Bluffs and Omaha.
September 27, 1907. Complaint filed.
October 17, 1907. Answer filed.
1289. The Greater Des Moines Committee *v.* Chicago, Rock Island and Pacific Railway Company and others.
Violation of sections 1, 2, and 3 in rates on merchandise from New York City to Des Moines, Iowa, resulting in discrimination against Des Moines in favor of St. Paul and Minneapolis.
September 23, 1907. Complaint filed.
October 12, 1907. Answer filed.
1290. Fort Smith Board of Trade *v.* St. Louis and San Francisco Railroad Company.
Violation of section 1 by increase in rates on nitrate of soda from New Orleans, La., to Fort Smith, Ark.
September 26, 1907. Complaint filed.
October 16 to 31, 1907. Answers filed.
1291. Board of Trade of Winston-Salem, N. C. (Incorporated), *v.* Norfolk and Western Railway Company.
Violation of section 1 in charges on steam and domestic coal in carloads from the Pocahontas mining district in Virginia and West Virginia to Winston-Salem, N. C.
September 30, 1907. Complaint filed.
October 16, 1907. Answer filed.
1292. Fairmont Creamery Company and others *v.* Illinois Central Railroad Company and others.
Violation of sections 1, 2, and 3 by increase in rates on cream from various points to complainants' creameries.
October 4, 1907. Complaint filed.

1292—Continued.

- October 21 to November 30, 1907. Answers filed.
 November 4, 1907. Intervening petition filed.
 November 18 to 20, 1907. Answers to intervening petition filed.
1293. *S. S. Quimby and others v. Maine Central Railroad Company and others.*
 Violation of sections 1, 2, and 3 in rates on corn and milling in transit privilege from points in Ohio, Indiana, and other western points to points in Maine.
 October 4, 1907. Complaint filed.
 November 4, 1907. Answers filed.
1294. *Illinois Collieries Company v. Chicago and Alton Railroad Company.*
 Violation of sections 2 and 3 in the apportionment of cars for the shipment of coal.
 October 5, 1907. Complaint filed.
 October 23, 1907. Answer filed.
1295. *Illinois Collieries Company v. Chicago, Peoria and St. Louis Railway Company of Illinois.*
 Violation of sections 2 and 3 in the apportionment of cars for the shipment of coal.
 October 5, 1907. Complaint filed.
 October 25, 1907. Answer filed.
1296. *The Board of Mayor and Aldermen of the City of Bristol, Tenn., v. Southern Railway Company.*
 Violation of sections 1, 2, and 3 on coal from Middlesboro, Ky., as compared with the rate from same point to Chattanooga, Tenn.
 October 5, 1907. Complaint filed.
 October 23, 1907. Answer filed.
1297. *The Board of Mayor and Aldermen of the City of Bristol, Tenn., v. Virginia Southwestern Railway Company and others.*
 Violation of sections 1, 2, and 3 in rates on coal from Appalachia, Va., to Bristol, Tenn., as compared with rates from Middlesboro, Ky., to Knoxville, Tenn.
 October 5, 1907. Complaint filed.
 October 25, 1907. Answers filed.
 October 30, 1907. Amended petition filed.
 November 25, 1907. Answers to amended petition filed.
1298. *Al. G. Field v. Southern Railway Company and others.*
 Violation of section 1 by advance in charge for transporting theatrical party.
 October 3, 1907. Complaint filed.
 October 29 to November 11, 1907. Answers filed.
1299. *Allouez Mineral Spring Company v. Green Bay and Western Railroad Company and others.*
 Violation of section 1 in rates on natural mineral water from Green Bay, Wis., to Goldfield, Nev.
 October 8, 1907. Complaint filed.
 October 14 to 31, 1907. Answers filed.
1300. *F. J. Gentry v. Atchison, Topeka and Santa Fe Railway Company and others.*
 Violation of section 1 in rate on lumber from points in Texas to points in Oklahoma.
 October 8, 1907. Complaint filed.
 October 31 to November 13, 1907. Answers filed.
 November 20, 1907. Hearing.
1301. *Washington Broom and Woodenware Company v. Chicago, Rock Island and Pacific Railway Company.*
 Violation of section 1 by overcharge on shipment of broom corn from Wichita, Kans., to Seattle, Wash., by improper routing.
 October 8, 1907. Complaint filed.
1302. *C. W. Reeder v. Chicago, Rock Island and Pacific Railway Company and others.*
 Violation of section 1 by exacting unreasonable bridge toll from passengers over Missouri River at St. Joseph, Mo.
 October 8, 1907. Complaint filed.
 October 24 to 25, 1907. Answers filed.

1303. Hayes-Eames Elevator Company *v.* Chicago, Burlington and Quincy Railroad Company.
Violation of sections 1, 2, and 3 by refusal to allow elevator charges on grain from Table Rock, Nebr., to various points.
October 8, 1907. Complaint filed.
November 8, 1907. Answer filed.
1304. Hecker-Jones-Jewell Milling Company *v.* Baltimore and Ohio Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on grain from Chicago and western points to New York Harbor for milling for export.
October 9, 1907. Complaint filed.
October 23 to November 27, 1907. Answers filed.
1305. Royal Coal and Coke Company *v.* Southern Railway Company.
Violation of sections 2 and 3 in apportionment of coal cars for shipment of coal from complainant's mines to various points.
October 14, 1907. Complaint filed.
November 6, 1907. Answer filed.
1306. Tennessee Coal Company *v.* Southern Railway Company and others.
Violation of sections 2 and 3 in apportionment of coal cars for shipment of coal from complainant's mines to various points.
October 14, 1907. Complaint filed.
November 6, 1907. Answer filed.
1307. Minersville Coal Company *v.* Southern Railway Company.
Violation of sections 2 and 3 in apportionment of coal cars for shipment of coal from complainant's mines to various points.
October 14, 1907. Complaint filed.
November 6, 1907. Answer filed.
1308. Barrett Manufacturing Company *v.* Louisville and Nashville Railroad Company and others.
Violation of section 1 in rates on paving tar cement in Southern Classification territory.
October 14, 1907. Complaint filed.
November 2 to 8, 1907. Answers filed.
1309. The Merchants' Freight Bureau of Little Rock, Ark., *v.* Midland Valley Railroad Company and others.
Violation of section 1 by refusal to establish joint through rates on cotton seed and its products from points in Indian Territory to Little Rock, Ark.
October 16, 1907. Complaint filed.
November 9, 1907. Answer filed.
1310. New Orleans Board of Trade (Limited) *v.* Louisville and Nashville Railroad Company.
Violation of sections 1, 2, and 3 by advance in rates on various articles from New Orleans to Mobile, Ala., as compared with rates to Memphis and St. Louis to Mobile.
October 21, 1907. Complaint filed.
November 12, 1907. Answer filed.
November 25, 1907. Order entered granting leave to amend petition.
1311. Fort Smith Traffic Bureau *v.* St. Louis and San Francisco Railroad Company and others.
Violation of sections 1, 2, and 3 in rates on preserves, pickles, etc., from Fort Smith, Ark., to points in Texas as compared with rates from Kansas City to same Texas points.
October 21, 1907. Complaint filed.
November 2 to 11, 1907. Answers filed.
1312. Chandler Cotton Oil Company *v.* Fort Smith and Western Railroad Company.
Violation of sections 1, 2, and 3 in rates on cotton seed in carloads from Prague, Okla., to Warwick, Okla.
October 21, 1907. Complaint filed.
November 19, 1907. Answer filed.
1313. New Orleans Board of Trade (Limited) *v.* Louisville and Nashville Railroad Company.
Violation of sections 1, 2, and 3 in rates from New Orleans, La., Louisville, Ky., St. Louis, Mo., and Memphis, Tenn., to Montgomery, Selma, Prattsville, Ala., and other points.
October 25, 1907. Complaint filed.
November 16, 1907. Answer filed.

1314. G. H. Porter and others *v.* St. Louis and San Francisco Railroad Company and others.
Violation of section 1 in rates on emigrants' outfit from Fletcher, Okla., to Bovina, Tex.
October 26, 1907. Complaint filed.
November 22, 1907. Answer filed.
1315. The Johnston and Larimer Dry Goods Company and others *v.* Atchison, Topeka and Santa Fe Railway Company and others.
Violation of sections 1, 2, and 3 in rates on cotton piece goods and knit goods from New York and seaboard territory to Wichita, Kans., as compared with the rates to Kansas City, Mo., and Topeka, Kans.
October 25, 1907. Complaint filed.
November 2 to November 30, 1907. Answers filed.
1316. Commercial Club of Hattiesburg *v.* Alabama Great Southern Railroad Company and others.
Violation of sections 1, 2, and 3 in class and commodity rates from eastern, northern, central, and western points to Hattiesburg, Miss., and especially as compared with the rates to Meridian, Jackson, and Gulfport, Miss.
October 28, 1907. Complaint filed.
November 7 to 29, 1907. Answers filed.
1317. Illinois Collieries Company *v.* Illinois Central Railroad Company.
Violation of sections 2 and 3 in the distribution of cars for transportation of coal from complainant's mines in Illinois.
October 30, 1907. Complaint filed.
November 20, 1907. Answer filed.
1318. New Orleans Board of Trade (Limited) *v.* St. Louis Southwestern Railway Company and others.
Violation of sections 1, 2, and 3 by advance in rates on rough rice in carloads from Arkansas points to New Orleans, La.
November 1, 1907. Complaint filed.
December 2, 1907. Order of dismissal entered.
1319. Star Grain and Lumber Company and others *v.* Atchison, Topeka and Santa Fe Railway Company and others.
Violation of sections 1, 2, and 3 through withdrawal of through rates and through routing of yellow pine from complainants' lumber mills in the States of Texas, Arkansas, Louisiana, and Missouri to various points.
November 2, 1907. Complaint filed.
November 16 to 25, 1907. Answers filed.
1320. Sunderland Brothers Company and others *v.* Chicago, Rock Island and Pacific Railway Company and others.
Violation of sections 1, 2, and 3 by change in reconsignment rules and charges affecting shipments of coal, lumber, shingles, lime, and cement in commercial territory tributary to Omaha and Lincoln, Nebr.
November 5, 1907. Complaint filed.
November 21 to 30, 1907. Answers filed.
1321. Forest City Freight Bureau *v.* Atchison, Topeka and Santa Fe Railway Company and others.
Violation of section 1, by unreasonable classification with resultant rates on multigraphs from Cleveland, Ohio, to points in Western Trunk Line, Trans-Missouri, and Transcontinental territory.
November 5, 1907. Complaint filed.
November 11 to 30, 1907. Answers filed.
1322. Rail and River Coal Company *v.* Baltimore and Ohio Railroad Company.
Violation of sections 2 and 3 in the distribution of cars for shipments of coal from mines in Ohio.
November 8, 1907. Complaint filed.
November 30, 1907. Answer filed.
1323. George R. Reynolds *v.* Southern Express Company.
Violation of sections 1, 2, and 3 by advance in the rate on cream from Columbia, Tenn., to Jacksonville, Fla.
November 8, 1907. Complaint filed.
November 20, 1907. Answer filed.

1324. *Payne-Gardner Company v. Louisville and Nashville Railroad Company.*
Violation of sections 1, 2, and 3 in rates on sugar in carloads from New Orleans, La., to Gallatin, Tenn., as compared with rates to Nashville, Tenn., and Bowling Green and Louisville, Ky.
November 11, 1907. Complaint filed.
1325. *Railroad Commission of Wisconsin v. Chicago and Northwestern Railway Company.*
Violation of sections 1, 2, and 3 in rates on cheese from points in Wisconsin to Chicago, Ill.
November 11, 1907. Complaint filed.
1326. *Railroad Commission of Wisconsin v. Chicago, Milwaukee and St. Paul Railway Company.*
Violation of sections 1, 2, and 3 in rates on cheese from points in Wisconsin to Chicago, Ill.
November 11, 1907. Complaint filed.
1327. *Oregon and Washington Lumber Manufacturers' Association and others v. Union Pacific Railroad Company and others.*
Violation of sections 1, 2, and 3 by advance in rates on lumber, shingles, and forest products from points in Oregon and other North Pacific States to interstate destinations.
November 13, 1907. Complaint filed.
1328. *New Orleans Board of Trade (Limited) v. Louisville and Nashville Railroad Company.*
Violation of sections 1, 2, and 3 in rates from New Orleans to Pensacola, Fla., as compared with the rates from Memphis, Nashville, St. Louis, and Louisville.
November 14, 1907. Complaint filed.
1329. *Lanig-Harris Coal and Grain Company v. Missouri Pacific Railway Company and others.*
Violation of section 1 in rates on soft coal from the Springfield, Ill., district to Celina and Kipp, Kans.
November 15, 1907. Complaint filed.
1330. *Pacific Coast Lumber Manufacturers' Association and others v. Northern Pacific Railway Company and others.*
Violation of section 1 by increase in rate on lumber and forest products from State of Washington and North Pacific coast points to interstate destinations.
November 15, 1907. Complaint filed.
November 21 to 29, 1907. Answers filed.
1331. *Western Oregon Lumber Manufacturers' Association and others v. Southern Pacific Company and others.*
Violation of sections 1, 2, and 3 in rates on lumber and other forest products from points in Willamette Valley district in Oregon to San Francisco and other California points.
November 15, 1907. Complaint filed.
1332. *Missouri and Kansas Shippers' Association v. St. Louis and San Francisco Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on bananas from New Orleans, La., and Mobile, Ala., to Iola, Parsons, and Hutchinson, Kans.
November 18, 1907. Complaint filed.
1333. *North Brothers v. St. Louis and San Francisco Railroad Company.*
Violation of sections 1, 2, and 3 in rates on hay from Kansas City, Mo., to Cape Girardeau, Mo., such shipment passing through a portion of Kansas.
November 18, 1907. Complaint filed.
1334. *Lanig-Harris Coal and Grain Company and others v. St. Louis and San Francisco Railroad Company.*
Violation of sections 1, 2, and 3 in rates on hay from points in Missouri and Indian Territory to Kansas City, Mo.
November 19, 1907. Complaint filed.
1335. *Southwest Washington Lumber Manufacturers' Association v. Northern Pacific Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on lumber and other forest products from points in the State of Washington to points in other States.
November 19, 1907. Complaint filed.

1336. *E. H. Lewis Lumber Company v. Union Pacific Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on lumber from West Scio and Mount Angel, Oreg., to Toledo, Ohio, Milwaukee, Wis., Elwood, Kans., and other points.
November 20, 1907. Complaint filed.
1337. *American Grocer Company v. Pittsburg, Cincinnati, Chicago and St. Louis Railway Company and others.*
Violation of sections 1, 2, and 3 in rates on glass fruit jars from Greenfield, Ind., to Calico Rock, Ark.
November 22, 1907. Complaint filed.
1338. *Koch Secret Service v. Louisville and Nashville Railroad Company.*
Violation of sections 1, 2, and 3 in passenger fares for complainant and a party from Nashville, Tenn., Cincinnati, Ohio, to Evansville, Ind.
November 22, 1907. Complaint filed.
1339. *Jefferson Lumber Company v. Louisville and Nashville Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on lumber from points in the State of Alabama to Louisville, Ky.
November 22, 1907. Complaint filed.
1340. *M. I. Gump v. Baltimore and Ohio Railroad Company and others.*
Violation of sections 1, 2, 3, and 4 in rates on canned goods from New York, N. Y., Philadelphia, Pa., and Baltimore, Md., to Johnson City, Tenn.
November 22, 1907. Complaint filed.
1341. *Lykes Steamship Line v. Commercial Union and others.*
Violation of sections 2, 3, and 6 in rates on freight from points in the United States to Cuba and discrimination by means of stock issue against the small shipper in favor of the large.
November 23, 1907. Complaint filed.
1342. *Pennsylvania and Indiana Coal Company v. Southern Indiana Railway Company.*
Violation of sections 2 and 3 in supplying cars for shipment of coal from mines in Green County, Ind.
November 26, 1907. Complaint filed.
1343. *D. B. Hussey v. Chicago, Rock Island and Pacific Railway Company.*
Violation of sections 1, 2, and 3 in rates on cross-ties from Barnett, Ind. T., to McAlester, Ind. T.
November 26, 1907. Complaint filed.
1344. *New Albany Furniture Company v. Mobile, Jackson and Kansas City Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on furniture from New Albany, Miss., to points in Maryland, District of Columbia, Pennsylvania, New Jersey, Delaware, Rhode Island, and other New England States.
November 26, 1907. Complaint filed.
1345. *New Albany Furniture Company v. St. Louis and San Francisco Railroad Company and others.*
Violation of sections 1, 2, and 3 in rates on furniture from New Albany, Miss., to points in Maryland, District of Columbia, Pennsylvania, New Jersey, New York, Massachusetts, and other New England States.
November 26, 1907. Complaint filed.
1346. *Arthur S. Core v. Erie Railroad Company.*
Violation of section 1 in rates on potatoes from Kingsley, Mich., to New York City.
November 27, 1907. Complaint filed.
1347. *Railroad Commission of Indiana v. Southern Indiana Railway Company.*
Violation of section 3 in supplying cars for shipments of coal from mines in the State of Indiana to points in other States.
November 27, 1907. Complaint filed.

1348. Potlatch Lumber Company and others *v.* Northern Pacific Railway Company and others.
Violation of sections 1, 2, and 3 in rates on lumber and other forest products from points in Oregon, Washington, and Idaho to points in North Dakota, South Dakota, Minnesota, Iowa, Illinois, Nebraska, Kansas, Missouri, Colorado, and other States.
November 27, 1907. Complaint filed.
1349. Summers-Parrott Hardware Company *v.* Baltimore and Ohio Railroad Company and others.
Violation of sections 1, 2, 3, and 4 in rates on building cement from Northampton, Pa., to Johnson City, Tenn.
November 29, 1907. Complaint filed.
1350. Love-Thomas Company *v.* Baltimore and Ohio Railroad Company.
Violation of sections 1, 2, 3, and 4 in rates on cotton fabrics from New York City to Johnson City, Tenn.
November 30, 1907. Complaint filed.
1351. Rahway Valley Railroad Company *v.* Delaware, Lackawanna and Western Railroad Company.
Violation of section 3 in refusing to make switching connection with complainant's road at Summit, N. J.
November 30, 1907. Complaint filed.

APPENDIX D.

SAFETY APPLIANCES, RAILWAY ACCIDENTS, AND MEDALS OF HONOR.

SAFETY APPLIANCES.

REPORT OF THE CHIEF INSPECTOR OF SAFETY APPLIANCES TO THE SECRETARY.

JULY 1, 1907.

Hon. EDWARD A. MOSELEY,
Secretary Interstate Commerce Commission,
Washington, D. C.

SIR: Appended herewith is a table showing, for the past five years, certain results of inspection of safety appliances.

The summary is placed first that it may be borne in mind that a varying number of freight cars was inspected during each of these years, and, in order that the correct deduction may be had from these statistics, it is requested that reference be had to the "Number of Defects per 1,000 Cars Inspected" shown immediately following the summary.

The main portion of the table is for the purpose of showing the proportion of any defect to others by direct comparison.

These figures, as an entirety, may be taken as a fair indication of the general condition of equipment throughout the country, although, by reason of the small inspection force and the great demands made on it by court proceedings, the inspection covered but a small actual portion of the rolling stock of the railways.

J. W. WATSON, *Chief Inspector.*

SUMMARY.

	1907.	1906.	1905.	1904.	1903.
Freight cars inspected.....	242,881	271,617	252,361	208,177	220,140
Freight cars defective.....	19,154	30,742	57,112	65,183	60,083
Per cent defective.....	7.8	11.31	22.59	31.31	27.29
Defects reported.....	22,875	37,849	78,121	90,899	82,832
Passenger cars inspected.....	9,116	11,698	6,653	2,319	.....
Passenger cars defective.....	444	136	118	42	.....
Per cent defective.....	4.8	1.16	1.77	1.81	.....
Locomotives inspected.....	12,733	16,308	11,880	1,904	.....
Locomotives defective.....	987	1,329	3,379	1,017	.....
Per cent defective.....	7.7	8.14	28.44	53.41	.....

NUMBER OF DEFECTS PER 1,000 CARS INSPECTED.

Classes.	1907.	1906.	1905.	1904.	1903.
Couplers and parts.....	7.93	12.42	23.06	31.96	29.97
Uncoupling mechanism.....	19.62	32.07	95.07	169.60	161.12
Air brakes.....	48.23	68.97	131.22	175.79	138.43
Handholds.....	14.17	20.02	42.89	45.95	34.44
Ladders.....	1.08	1.29	3.87	5.32	5.61
Sill steps.....	1.98	2.77	12.14	6.12	5.14
Height of couplers.....	1.13	1.78	1.66	1.82	1.53
All classes.....	94.14	139.34	309.56	436.56	376.24

COMPARATIVE CLASSIFIED TABLE OF DEFECTIVE SAFETY APPLIANCES ON FREIGHT CARS AS REPORTED BY THE INSPECTORS FOR THE INTERSTATE COMMERCE COMMISSION FOR THE YEARS ENDING JUNE 30, 1907, 1906, 1905, 1904, AND 1903.

Defects.	1907.	1906.	1905.	1904.	1903.
COUPLERS AND PARTS.					
Coupler body broken.....	18	53	50	92	47
Coupler body worn.....	30	20	40	79	6
Guard arm short.....	1	1	6	17	1
Knuckle broken.....	25	40	78	78	89
Knuckle worn.....	47	132	292	186	105
Knuckle missing.....	8	9	27	12	5
Knuckle pin broken.....	420	588	1,049	567	427
Knuckle pin wrong.....	74	204	428	391	348
Knuckle pin bent.....	5	27	61	40	17
Knuckle pin missing.....	5	7	19	9	6
Lock block broken.....	259	220	552	745	631
Lock block worn.....	17	43	67	62	10
Lock block wrong.....	5	-----	37	49	77
Lock block bent.....	27	62	104	221	150
Lock block inoperative.....	170	186	319	415	364
Lock block missing.....	8	11	50	9	-----
Lock block key missing.....	634	1,164	1,902	3,486	4,220
Lock block trigger missing.....	175	608	740	197	86
Total.....	1,928	3,375	5,821	6,655	6,599
UNCOUPLING MECHANISM.					
Uncoupling lever broken.....	65	53	107	211	147
Uncoupling lever wrong.....	81	187	578	386	239
Uncoupling lever bent.....	269	863	2,076	2,609	2,995
Uncoupling lever incorrectly applied.....	22	144	736	1,094	1,886
Uncoupling lever missing.....	402	572	2,346	1,118	571
Uncoupling chain broken <i>a</i>	2,389	2,937	5,738	9,874	10,943
Uncoupling chain too long.....	132	628	3,442	5,056	6,588
Uncoupling chain too short.....	23	207	633	822	1,310
Uncoupling chain kinked.....	323	441	133	122	58
Uncoupling chain missing.....	10	36	364	3,164	440
End casting broken.....	37	124	242	342	458
End casting wrong.....	272	883	3,664	3,605	4,078
End casting bent.....	25	74	115	102	114
End casting loose.....	200	446	1,192	2,071	1,858
End casting incorrectly applied.....	30	168	377	376	-----
End casting missing.....	68	133	302	724	384
Keeper broken.....	105	203	462	812	764
Keeper wrong.....	3	10	26	45	74
Keeper bent.....	3	3	17	19	-----
Keeper loose.....	270	536	1,203	2,124	164
Keeper incorrectly applied.....	8	19	75	76	-----
Keeper missing.....	27	41	154	481	335
Angle clip loose.....	2	3	11	15	20
Angle clip missing.....	-----	-----	-----	60	38
Total.....	4,766	8,711	23,993	35,308	35,464
AIR BRAKES.					
Triple valve defective.....	-----	4	9	3	1
Triple valve missing.....	2	5	3	3	-----
Reservoir defective.....	3	1	4	4	98
Reservoir loose.....	129	129	359	193	-----
Cylinder defective.....	-----	1	-----	1	97
Cylinder loose.....	179	210	366	590	-----
Cylinder and triple valve not cleaned within twelve months.....	3,044	3,504	11,855	13,458	10,081
Cylinder and triple valve not stenciled with date of cleaning.....	195	428	2,100	1,865	2,652
Cut-out cock defective.....	94	177	178	190	189
Cut-out cock missing.....	-----	-----	1	3	-----
Release cock defective.....	12	30	58	88	64
Release cock missing.....	25	137	24	50	-----
Release rod broken.....	16	41	145	141	150
Release rod missing.....	1,356	2,101	3,836	3,793	2,418
Angle cock defective.....	267	447	810	693	430
Angle cock missing.....	47	87	59	112	100
Train pipe broken.....	16	44	65	110	75
Train pipe loose.....	691	1,112	1,312	1,495	912
Train pipe clamp missing.....	16	29	19	-----	-----
Cross-over pipe defective.....	130	193	182	257	134
Cross-over pipe missing.....	-----	-----	2	2	-----
Hose defective.....	5	6	16	54	81
Hose missing.....	224	324	397	560	343
Hose gasket defective.....	-----	-----	10	115	82
Hose gasket missing.....	-----	-----	9	6	-----

a Includes, also, uncoupling chains parted by reason of defective clevises, etc., which in tables previous to the year ending June 30, 1906, are shown separately.

COMPARATIVE CLASSIFIED TABLE OF DEFECTIVE SAFETY APPLIANCES ON FREIGHT CARS, ETC.—Continued.

Defects.	1907.	1906.	1905.	1904.	1903.
AIR BRAKES—continued.					
Retaining valve defective.....	15	69	129	184	189
Retaining valve missing.....	90	342	535	71	51
Retaining pipe defective.....	711	1,611	2,508	2,148	1,589
Retaining pipe missing.....	361	759	568	219	.....
Brake rigging defective.....	36	56	120	160	218
Brake cut out; not carded.....	4,028	6,852	7,355	10,028	10,518
Brake cut out; card old.....	24	35	52	.....	.....
No brakes of any kind.....	.....	.....	.....	.....	1
Pump missing.....	1	.....	.....	.....	.....
Total.....	11,716	18,734	33,116	36,596	30,473
HANDHOLDS.					
Handhold broken.....	54	44	127	151	109
Handhold bent.....	1,044	1,345	2,745	3,990	3,490
Handhold loose.....	174	254	325	442	506
Handhold incorrectly applied.....	67	335	269	566	1,502
Handhold missing.....	2,103	3,461	7,359	4,417	1,975
Total.....	3,442	5,439	10,825	9,566	7,582
LADDERS.					
Ladder round broken.....	14	22	49	26	36
Ladder round bent.....	107	131	291	632	700
Ladder round loose.....	65	90	164	182	474
Ladder round missing.....	42	36	183	116	83
Ladder loose.....	1	4	8	5	.....
Ladder incorrectly applied.....	36	69	284	147	234
Total.....	265	352	979	1,108	1,236
SILL STEPS.					
Sill step broken.....	12	13	28	32	39
Sill step bent.....	100	162	351	521	713
Sill step loose.....	20	33	113	126	170
Sill step incorrectly applied.....	2	55	13	9	.....
Sill step missing.....	348	490	2,559	601	211
Total.....	482	753	3,064	1,289	1,133
HEIGHT OF COUPLERS.					
Coupler too high.....	54	111	91	45	54
Coupler too low.....	155	293	167	115	133
Carrier iron loose.....	67	81	161	217	151
Total.....	276	485	419	377	338
Grand total.....	22,875	37,849	78,217	90,899	82,825

RAILWAY ACCIDENTS.^a

Table A gives the aggregates of the casualties for the year ending June 30, 1907. The totals of these yearly tables are not comparable with those given in the Commission's Annual Statistical reports, for the reason that the monthly reports deal only with accidents to passengers and to employees on duty. There have been heavy increases in all of the items, except accidents in car coupling and from striking against overhead obstructions. The comparative smallness of the increases in casualties due to coupling cars and in accidents occurring to men on the tops of freight cars is undoubtedly due in large measure to improvement in the maintenance and care of automatic couplers and to increased use of air brakes on freight trains. Both of these features—couplers and brakes—have been the subject of regulating laws passed by Congress, the beneficent effect of which is here observable.

The disastrous record of casualties to passengers in train accidents (410 killed) is due in large measure to ten accidents which causes the deaths of 291 persons. These have been explained in the four quarterly statements. Nine of the ten accidents occurred in six States—California, Indiana, Kansas, New Jersey, New York, North Carolina—and one in the District of Columbia.

Following is a list of these ten cases:

^a From Accident Bulletin No. 24.

Ten prominent accidents in the year ending June 30, 1907.

Quarter.		Killed.	Injured.	State.
First.....	Collision—Confusion of dispatcher's orders.	17	56	North Carolina.
Second.....	Collision—Disregard of rules and signals...	43	63	District of Columbia.
Do.....	Collision—Neglect in connection with whistle signals.	43	155	Indiana.
Do.....	Derailment—Defective or unfastened track at drawbridge.	57	36	New Jersey.
Third.....	Collision—Operator failed to deliver meeting order.	32	75	Kansas.
Do.....	Collision—Engineman disregarded block signal.	9	8	Indiana.
Do.....	Derailment—Unexplained.....	19	149	New York.
Do.....	Explosion—Unexplained.....	16	39	Indiana.
Do.....	Derailment—Misplaced switch.....	22	116	California.
Fourth.....	Derailment—Unexplained.....	33	19	Do.

TABLE A.—Summary of casualties to persons, year ending June 30, 1907.

[NOTE.—The italic letters refer to the corresponding totals for the last preceding year, printed below.]

	Passengers.		Persons carried under agreement or contract.		Total a, b, and b b.		Trainmen.		Trained in yards.		Yard trainmen (switching crews).		Other employees.		Total employees.		Total, all persons.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
a Collisions.....	193	4,227	16	506	209	4,733	364	2,702	73	850	48	504	82	752	567	4,808	776	9,541
b Derailment.....	159	3,718	26	466	185	4,184	259	1,786	22	218	18	232	31	275	330	2,511	515	6,695
c Miscellaneous train accidents, including locomotive boiler explosions.....	15	134	1	19	16	153	84	1,082	4	266	13	160	13	127	114	1,605	130	1,758
d Total train accidents.....	367	8,079	43	991	410	9,070	707	5,540	99	1,334	79	896	126	1,154	1,011	8,924	1,421	17,994
e Coupling or uncoupling.....																		
f While doing other work about trains or while attending switches coming in contact with overhead bridges, structures at side of track, etc.....	7	31	1	13	8	44	93	797	13	288	23	445	5	61	134	1,591	142	1,635
g Falling from cars or engines or while getting on or off.....	146	2,044	16	69	162	2,113	319	5,077	120	2,466	206	3,525	145	1,497	790	12,565	952	14,678
h Other causes.....	50	2,096	17	274	67	2,370	209	780	125	372	118	453	1,354	16,345	1,806	17,950	1,873	20,320
i Total (other than train accidents).....	203	4,171	34	356	237	4,527	800	16,214	360	6,856	551	9,590	1,631	21,105	3,342	53,765	3,579	58,292
j Total, all classes.....	570	12,250	77	1,347	647	13,597	1,507	21,754	459	8,190	630	10,486	1,757	22,259	4,353	62,689	5,000	76,286
TOTAL FOR PRECEDING YEAR.																		
a Collisions.....	89	3,596	31	409	120	4,005	331	2,348	53	669	43	420	57	403	484	3,909	604	7,914
b Derailment.....	48	2,941	12	315	60	2,656	220	1,385	17	209	27	232	49	290	313	2,116	373	4,772
c Miscellaneous train accidents, including locomotive boiler explosions.....	0	86	2	31	2	117	61	1,036	5	215	10	103	6	104	82	1,438	84	1,575
d Total train accidents.....	137	6,623	45	755	182	6,778	612	4,769	75	1,093	80	764	112	857	879	7,483	1,061	14,261
e Coupling or uncoupling.....							101	1,060	65	695	130	1,646	15	102	311	3,503	311	3,503
f While doing other work about trains or while attending switches coming in contact with overhead bridges, structures at side of track, etc.....							75	7,303	42	2,871	55	2,735	96	2,945	268	15,854	268	15,854
g Falling from cars or engines or while getting on or off.....	7	30	1	16	8	46	90	753	27	280	16	402	9	62	142	1,467	140	1,543
h Other causes.....	140	1,962	4	65	144	2,027	295	4,436	93	2,252	175	3,166	145	1,409	713	11,253	857	13,584
i Total (other than train accidents).....	66	2,118	18	216	84	2,324	197	591	93	994	119	963	1,095	14,586	1,504	15,934	1,588	18,268
j Total, all classes.....	213	4,110	23	297	236	4,407	748	14,143	325	6,492	495	8,902	1,360	19,104	2,928	48,041	3,164	52,448
k Total, all classes.....	350	10,133	68	1,052	418	11,185	1,360	18,912	400	7,585	575	9,066	1,472	19,961	3,807	55,524	4,325	66,709

TOTAL FOR PRECEDING YEAR.

TABLE B.—*Casualties to passengers and employees, years ending June 30.*

	1907.		1906.		1905.		1904.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers:								
In train accidents.....	410	9,070	182	6,778	350	6,498	270	4,945
Other causes.....	237	4,527	236	4,407	187	3,542	150	3,132
Total.....	647	13,597	418	11,185	537	10,040	420	8,077
Employees:								
In train accidents.....	1,011	8,924	879	7,483	798	7,052	844	6,990
In coupling accidents.....	302	3,948	311	3,503	243	3,110	278	3,441
Overhead obstructions, etc.....	134	1,591	132	1,497	92	1,185	116	1,210
Falling from cars, etc.....	790	12,565	713	11,253	633	9,237	700	9,371
Other causes.....	2,116	35,661	1,772	31,788	1,495	24,842	1,429	22,254
Total.....	4,353	62,689	3,807	55,524	3,261	45,426	3,367	43,266
Total passengers and employees.....	5,000	76,286	4,225	66,709	3,798	55,466	3,787	51,343

TABLE C.—*Collisions and derailments, damage to cars, engines, and roadway, years ending June 30.*

	1907.				1906.			
	Num- ber.	Loss.	Killed.	In- jured.	Num- ber.	Loss.	Killed.	In- jured.
Collisions, rear.....	1,957	\$2,003,509	233	2,423	1,722	\$1,720,365	169	2,427
Collisions, butting.....	1,065	1,935,505	327	3,616	866	1,599,568	251	2,733
Collisions, trains separating.....	695	259,495	13	322	901	359,156	9	375
Collisions, miscellaneous.....	4,309	2,101,059	203	3,180	3,705	1,640,669	175	2,379
Total.....	8,026	6,299,568	776	9,541	7,194	5,319,758	604	7,914
Derailments due to defects of roadway, etc.....	1,528	1,255,114	58	1,983	1,287	918,056	38	1,608
Derailments due to defects of equipment.....	3,178	2,490,028	59	926	2,811	2,226,153	42	802
Derailments due to negligence of trainmen, signalmen, etc.....	495	396,626	130	756	391	318,067	54	494
Derailments due to unforeseen obstruction of track, etc.....	387	556,725	68	658	300	472,653	76	456
Derailments due to malicious obstruction of track, etc.....	59	153,694	14	176	65	106,859	16	94
Derailments due to miscella- neous causes.....	1,785	1,713,947	186	2,196	1,407	1,297,643	147	1,318
Total.....	7,432	6,566,134	515	6,695	6,261	5,339,431	373	4,772
Total collisions and de- railments.....	15,458	12,865,702	1,291	16,236	13,455	10,659,189	977	12,686

MEDALS OF HONOR.

REGULATIONS GOVERNING THE AWARD OF LIFE-SAVING MEDALS UNDER PUBLIC ACT
NUMBER 98, APPROVED FEBRUARY 23, 1905.

1. Applications for medals under this act should be addressed to and filed with the Interstate Commerce Commission, at the city of Washington, D. C. Satisfactory evidence of the facts upon which the application is based must be filed in each case. This evidence should be in the form of affidavits made by eyewitnesses, of good repute and standing, testifying of their own knowledge. The opinion of witnesses that the person for whom an award is sought acted with extreme daring and endangered his life is not sufficient; but the affidavits must set forth the facts in detail, and show clearly in what manner and to what extent life was endangered and extreme daring exhibited. The railroad upon which the incident occurred, the date, time of day, condition of the weather, the names of all persons present when practicable, and other pertinent circumstances should be stated. The affidavits should be made before an officer duly authorized to administer oaths, and be accompanied by the cer-

tificate of some United States official of the district in which the affiants reside, such as a judge or clerk of United States court, district attorney, or postmaster, to the effect that the affiants are reputable and credible persons. If the affidavits are taken before an officer without an official seal, his official character must be certified by the proper officer of a court of record under the seal thereof.

2. Applications for medals, together with all affidavits and other evidence received in connection therewith, shall be referred to a committee of five persons, consisting of the Secretary of the Commission, the chief inspector of safety appliances, two inspectors of safety appliances designated by the Commission, and the clerk of the safety-appliance examining board, who shall act as clerk of the committee. This committee shall carefully consider each application presented, and, after thoroughly weighing the evidence, shall prepare an abstract or brief covering the case, and file the same, together with the committee's recommendation, with the Commission, which brief and recommendation shall be transmitted by the Commission to the President for his approval. The committee may, with the approval of the Commission, direct any inspector of safety appliances in the employ of the Commission to proceed to the locality where the service was performed for which a medal is claimed, and make a personal investigation and report upon the facts of the case, which report shall be filed and made a part of the evidence considered by the committee.

3. Upon final approval of the committee's recommendation by the President the Commission shall take such measures to carry the recommendation into effect as the President may direct.

4. The Commission shall cause designs to be prepared for the medal, rosette, and ribbon provided for by the act, which designs shall be submitted to the President for his approval.

THEODORE ROOSEVELT.

THE WHITE HOUSE, *March 29, 1905.*

Under these regulations medals have been awarded to the following persons: George H. Poell, 216 East Eighth street, Grand Island, Nebr., on December 21, 1905.

George H. Williams, Sherbrooke avenue, Braintree, Mass., on June 21, 1906.

Charles W. Haight, 147 Elm street, Utica, N. Y., on June 21, 1906.

Edward Murray, 2513 Jane street, Pittsburg, Pa., on October 23, 1906.

Mary Guinan, 47 Montgomery street, Middletown, N. Y., on April 15, 1907.

Edgar E. George, Parsons, Pa., on June 8, 1907.

Charles Arms, Clarksville, Tenn., on June 8, 1907.

Edward A. McGrath, 22 Thirty-fourth street, Milwaukee, Wis., on December 3, 1907.

Mr. Poell, who was a fireman on the St. Joseph & Grand Island Railway, saved the life of a 2½-year old boy on June 26, 1905, by going out on the pilot of his engine and picking up the child from the middle of the track while the train was moving at the rate of about 12 miles per hour. The child escaped injury, but both Mr. Poell's arms were broken and his left foot was so badly injured as to make amputation necessary.

On December 21, 1905, Mr. Williams, an engineer on the New York, New Haven & Hartford Railroad, endeavored to prevent a lady from attempting to cross the track in front of a rapidly moving train at a railroad crossing near which his engine was standing. The lady was uninjured, but Mr. Williams was struck by the engine, sustaining injuries which necessitated his removal to a hospital and kept him from his regular duties for about three months.

Mr. Haight, an engineer on the Delaware, Lackawanna & Western Railroad, saved the life of a small girl, 2 or 3 years old, by running out to the pilot of his engine and picking her up from the track in front of the moving train. Both Mr. Haight and the child escaped injury.

On June 22, 1906, Mr. Murray, a freight conductor on the Pennsylvania Railroad, was riding on the footboard on the rear end of the tender while the engine was backing up in switching operations, when two children, 2 and 4 years of age, respectively, stepped on the track only a few feet ahead of the moving engine. Mr. Murray leaped from his position on the tender, lifted one child clear of the rails and grasped the other in his arms just in time to step on the footboard of the tender as it came up. No one was injured.

Miss Guinan saved the life of a gentleman 74 years of age on December 19, 1906, on her way home from her place of work. She observed the old man standing inside the crossing gates on one track, awaiting the passage of a train

on a parallel track, when a train, moving at a high rate of speed, approached from the opposite direction on the track upon which he was standing. As he appeared greatly bewildered on discovering his dangerous position, Miss Guinan hurried to his assistance and held him between the two tracks while the trains passed on both sides of them. Neither was injured.

Mr. George saved the life of a boy about 12 years of age on June 5, 1906. While walking along the track, the boy caught his foot in a frog at the junction of a side track, outside the rail of the main track, and was unable to release it. A passenger train was then approaching on this track. Attracted by the cries of the boy, Mr. George ran to his relief. Unable to release the foot, he bore the boy's body down as far as the outer rail would permit and forced his leg beneath projections from the engine and one car which passed over them. Both Mr. George and the boy were considerably bruised and shaken, but neither was seriously injured.

On September 29, 1906, Mr. Arms saved the lives of three men from a wreck on the Louisville & Nashville Railroad at Clarksville, Tenn., in which the locomotive, baggage and mail cars of a train plunged through an open drawbridge into the Cumberland River. The train baggageman and two mail clerks were in these cars, and, although injured by the fall, all three managed to break out and get on top of the cars. Mr. Arms was confined to his bed on account of illness at the time, but hearing the crash of the falling cars and the cries for help, he arose and hurried, half dressed, to the river bank. It was after dark; the river was at flood stage and full of drift. Several persons saw the men on the floating cars, but none had attempted to rescue them. Mr. Arms secured a boat and, failing to induce any of the bystanders to accompany him, rowed out alone and rescued all three men from the cars.

Mr. McGrath, who is employed as station agent at Stowell Station, Milwaukee, by the Chicago, Milwaukee & St. Paul Railway Company, is a cripple, his left leg being about 8 inches shorter than his right, making it necessary for him to wear a piece of wood on the bottom of his shoe to make his legs of even length. He saved the life of a little girl 6 years of age on August 26, 1907. The child started to cross the track ahead of an approaching train, which was only a short distance away, not heeding the warning of danger shouted to her. Mr. McGrath ran to her, picked her up, and lifted her, uninjured, from in front of the locomotive. Mr. McGrath was struck by the pilot beam of the engine, but escaped injury.

The law authorizing the award of these medals is as follows:

[PUBLIC—No. 98.]

AN ACT To promote the security of travel upon railroads engaged in interstate commerce, and to encourage the saving of life.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the President of the United States be, and he is hereby, authorized to cause to be prepared bronze medals of honor, with suitable emblematic devices, which shall be bestowed upon any persons who shall hereafter, by extreme daring, endanger their own lives in saving, or endeavoring to save, lives from any wreck, disaster, or grave accident, or in preventing or endeavoring to prevent such wreck, disaster, or grave accident, upon any railroad within the United States engaged in interstate commerce: *Provided*, That no award of said medal shall be made to any person until sufficient evidence of his deserving shall have been furnished and placed on file under such regulations as may be prescribed by the President of the United States.

SEC. 2. That the President of the United States be, and he is hereby, authorized to issue to any person to whom a medal of honor may be awarded under the provisions of this act a rosette or knot, to be worn in lieu of the medal, and a ribbon to be worn with the medal; said rosette or knot and ribbon to be each of a pattern to be prescribed by the President of the United States: *Provided*, That whenever a ribbon issued under the provisions of this act shall have been lost, destroyed, or rendered unfit for use without fault or neglect on the part of the person to whom it was issued, a new ribbon shall be issued to such person without charge therefor.

SEC. 3. That the appropriations for the enforcement and execution of the provisions of the acts to promote the safety of employees and travelers upon railroads are hereby made available for carrying out the provisions of this act.

Approved, February 23, 1905.

APPENDIX E.

RECORD OF CRIMINAL CASES.

RECORD OF CRIMINAL CASES.

DECISIONS BY APPELLATE COURTS.

(Since December 1, 1906.)

United States v. Chicago & Alton Railway, J. N. Faithorn, and Fred A. Wann. Northern district of Illinois. Landis, J. December 13, 1905, indictment filed; rebates to Schwarzschild & Sulzberger Packing Co. on shipments from Kansas City to points beyond by payment of \$1 per car for use of tracks in Schwarzschild & Sulzberger plant. July 6, 1906, in the district court, a verdict of guilty on eight counts was found. July 11, 1906, the Chicago & Alton was fined \$40,000; the other defendants \$10,000 each. April 16, 1907, judgment affirmed by United States circuit court of appeals for the seventh circuit. October 9, 1907, petition for rehearing overruled. Certiorari to Supreme Court of the United States has been granted, and case is now on appeal.

United States v. Armour Packing Co. Western district of Missouri. December 15, 1905, indictment found; receiving rebates on export shipments of packing-house products. June 12, 1906, found guilty. June 22, 1906, fined \$15,000. April 29, 1907, judgment affirmed by circuit court of appeals (153 Fed., 1). October 14, 1907, writ of certiorari granted by the Supreme Court of the United States.

United States v. Cudahy Packing Co. Same as above.

United States v. Swift & Co. Same as above.

United States v. Nelson Morris, Ira W. Morris, and Edward Morris, comprising partnership of Nelson Morris & Co. Same as above.

United States v. Chicago, Burlington & Quincy Ry. Co. Western district of Missouri. November 8, 1907, the judgment of the court below was affirmed by the circuit court of appeals for the eighth circuit. (In this case defendant was convicted and fined \$15,000 on June 21, 1906, for giving the rebates on export shipments of packing-house products, referred to in four cases above.)

United State v. George L. Thomas and L. B. Taggart. Western district of Missouri. December 15, 1905, indictment found for violation of Revised Statutes of the United States, 5440, by conspiracy to obtain rebates. May 25, 1906, defendants found guilty. June 22, Thomas sentenced to jail for six months and fined \$6,000. Taggart sentenced to jail for three months and fined \$4,000. October 21, 1907, circuit court of appeals orders new trial on ground of failure of court below to instruct as to presumption of innocence. Case remanded for new trial.

JUDGMENTS IN TRIAL COURTS.

(Since December 1, 1906.)

United States v. American Sugar Refining Co. and American Sugar Refining Company of New York, C. G. Edgar and E. Earle. Southern district of New York. May 4, 1906, indictment filed; rebates on sugar shipments from New York to Detroit in 1904 by New York Central & Hudson River Railroad. December 10, 1906, plea of guilty by defendants Edgar and Earle; each fined \$1,000, and fine paid. December 11, 1906, American Sugar Refining Co. pleads guilty; fined \$10,000. December 11, 1906, nolle pros. as to American Sugar Refining Co. of New York.

United States v. American Sugar Refining Co. and American Sugar Refining Co. of New York. Southern district of New York. August 10, 1906, indictment filed; receiving rebates from Northern Steamship Co. on sugar shipped from New York to Sioux City in 1902. December 11, 1906, American Sugar Refining Co. pleads guilty as to first count; nolle pros. as to second count, and nolle pros. as to American Sugar Refining Co. of New York. December 11, 1906, American Sugar Refining Co. sentenced to pay fine of \$10,000. December 12, fine paid.

United States v. American Sugar Refining Co. and American Sugar Refining Company of New York. Southern district of New York. May 4, 1906, indictment found; accepting rebates. December 11, 1906, American Sugar Refining Co. pleaded guilty

to 5 counts. Nolle pros. as to 2 counts, and nolle pros. as to all counts against American Sugar Refining Co. of New York. December 11, 1906, American Sugar Refining Co. fined \$50,000. December 12, fine paid.

United States *v.* American Sugar Refining Co. and American Sugar Refining Co. of New York. Southern district of New York. July 27, 1906, indictment filed; accepting rebates. December 11, 1906, American Sugar Refining Co. pleaded guilty. Nolle pros. as to American Sugar Refining Co. of New York. December 11, 1906, American Sugar Refining Co. fined \$10,000. December 12, 1906, fine paid.

United States *v.* American Sugar Refining Co., American Sugar Refining Co. of New York, C. G. Edgar and Edwin Earle. Southern district of New York. May 4, 1906, indictment found; soliciting and receiving rebates on shipments of sugar from New York to Detroit, Mich., over the N. Y. C. & H. R. R. R. December 10, 1906, Edgar and Earle pleaded guilty to receiving refunds on sugar shipments, and each fined \$5,000; fine paid. December 11, 1906, American Sugar Refining Co. pleaded guilty and was fined \$10,000 on each count, fine aggregating \$80,000; fine paid. Sentence suspended as to Edgar and Earle as to first and seventh counts.

United States *v.* American Sugar Refining Co. Southern district of New York. March 24, 1906, indictment found; receiving rebates on shipments of sugar from New York to Cleveland over the N. Y. C. & H. R. R. R. November 21, 1906, verdict of guilty rendered. November 27, 1906, defendant fined \$18,000. December 12, 1906, fine paid.

United States *v.* Brooklyn Cooperage Co. Southern district of New York. August 10, 1906, indictment filed; rebates on cooperage material from Poplar Bluff, Mo., to New York in 1904 by the N. Y. C. & H. R. R. R. December 11, 1906, plea of guilty as to 7 counts, nolle pros. as to 5 counts. December 11, 1906, defendant fined \$70,000. December 12, fine paid.

United States *v.* Chicago, Milwaukee & St. Paul Railway Co. Southern district of New York. May 16, 1907, defendant pleaded guilty on 2 counts of indictment charging giving of rebates to Woolson Spice Co. on shipments of coffee from New York to Toledo, Ohio; fined \$10,000 on each count; fine of \$20,000 paid. Fourteen remaining indictments against same defendant, nolle prosequi filed.

United States *v.* Chicago, Rock Island & Pacific Railway Co. Southern district of New York. May 7, 1907, indictment found; rebates to Woolson Spice Co. on shipments of coffee in 1904. May 20, 1907, plea of guilty as to 2 counts; fine of \$20,000 paid. Nolle pros. as to remaining 10 counts.

United States *v.* N. Y. C. & H. R. R. Co., Nathan Guilford and Fred L. Pomeroy. Southern district of New York. May 4, 1906, indictment found; rebates on shipments of sugar from New York to Detroit, Mich. October 19, 1906, New York Central fined \$108,000; Pomeroy fined \$6,000. February 28, 1907, motion in arrest of judgment allowed pending appeal. November 26, 1906, fine against Pomeroy abated by death of latter. May 11, 1907, defendant Guilford died. Proceedings as to him will abate.

United States *v.* N. Y. C. & H. R. R. Co. Southern district of New York. March 24, 1906, indictment found; rebates on shipments of sugar from New York City to Cleveland, Ohio. November 16, 1906, verdict of guilty. November 22, 1906, defendant fined \$18,000. April 1, 1907, writ of error to United States Supreme Court allowed.

United States *v.* Western Transit Co. Southern district of New York. May 1, 1907, indictment found; rebates on shipments of sugar by American Sugar Refining Co., New York to St. Paul. June 6, plea of guilty; fined \$10,000. June 7, 1907, fine paid.

United States *v.* Western Transit Co. Southern district of New York. July 27, 1906, indictment filed; rebates to American Sugar Refining Co. on shipments from New York to points on the C. B. & Q. Railroad. June 6, 1907, plea of not guilty; case dismissed on motion of district attorney.

United States *v.* New York Central & Hudson River Railroad Co. Western district of New York. August 24, 1906, indictment found; failing to file tariffs of rates on interstate shipments of oil moving from Rochester, N. Y., to Norwood, N. Y., en route from Olean, N. Y., to Burlington, Vt. April 4, 1907, demurrer overruled. (153 Fed., 630.) June 22, 1907, jury trial concluded; verdict, guilty. July 5, 1907, motion for new trial denied. Defendant sentenced to pay fine of \$15,000. November 2, 1907, appeal taken.

United States *v.* Standard Oil Co. Northern district of Illinois. August 27, 1906, indictment found; receiving concessions from Chicago Terminal Transfer Co. and others on shipments of oil from Whiting, Ind., to Chattanooga, Tenn.; 55 counts. January 3, 1907, demurrer sustained and indictment quashed.

United States *v.* Standard Oil Co. Northern district of Illinois. August 27, 1906, indictment found; receiving concessions from Chicago Terminal Transfer Co. and others on shipments of oil from Whiting, Ind., to Chattanooga, Tenn.; 52 counts. January 3, 1907, demurrer sustained and indictment quashed.

APR 12 1923

United States v. Standard Oil Co. of Indiana. Northern district of Illinois. August 27, 1906, indictment found; receiving concessions from Chicago & Alton Ry. and others on shipments of oil from Whiting, Ind., to East St. Louis, Ill.; 1,902 counts. January 3, 1907, demurrer overruled; April 13, court quashed indictment as to 440 counts; jury found defendant guilty on 1,462 counts. August 3, fine of \$29,240,000 imposed. December 13, 1907, appeal taken to United States circuit court of appeals; bond for \$6,000,000 filed.

United States v. Duluth-Superior Milling Co. District of Minnesota. November 8, 1906, indictment found; receiving rebates in guise of elevation allowance on shipments of grain. July 27, 1907, plea of guilty; fined \$1,000; fine paid.

United States v. Ames-Brooks Co. District of Minnesota. November 8, 1906, indictment found; receiving rebates in guise of elevation allowance on shipments of grain. July 27, 1907, plea of guilty; fine of \$1,000 paid.

United States v. W. P. Devereaux Co. and D. F. De Wolf. District of Minnesota. November 8, 1906, indictment found; receiving concessions on shipments of grain via Great Northern Ry. to Pacific coast. May 4, 1907, plea of guilty; fine of \$1,000 paid.

United States v. McCaull-Dinsmore Co. District of Minnesota. November 8, 1906, indictment found; receiving concessions on shipments of grain via Great Northern Railway to Pacific coast. July 27, 1907, plea of guilty, and fine of \$1,000 paid.

United States v. Wisconsin Central Railway Co.; Burton Johnson, G. F. A., and G. T. Huey, A. G. F. A. District of Minnesota. November 8, 1906, indictment found; rebates to Spencer Grain Co. by payment of elevator allowance. April 12, 1907, verdict of guilty against all defendants. April 13, 1907, railway fined \$17,000; Johnson, \$2,000; Huey, \$1,000. Appeal taken; to be argued in May, 1908.

United States v. Chicago, St. Paul, Minneapolis & Omaha Railway Co.; F. C. Gifford, A. G. F. A.; E. B. Ober, G. F. A., and H. M. Pearce, F. T. M. District of Minnesota. November 8, 1906, indictment found; rebates to Spencer Grain Co. by payment of elevator allowance; 50 counts. April 9, 1907, verdict of guilty against railway and H. M. Pearce; verdict of not guilty as to Gifford and Ober. August 23, railway fined \$20,000; Pearce fined \$3,000. Notice of appeal given. Case set for argument on appeal January 24, 1908.

United States v. Great Northern Railway Co. District of Minnesota. November 8, 1906, indictment found; rebates to Spencer Grain Co. by payment of elevator allowance. April 6, 1907, plea of guilty to 5 counts upon agreed statement of facts; fined \$15,000. Appeal from judgment overruling demurrer. September 25, 1907, judgment affirmed by United States circuit court of appeals at Denver. November 11, 1907, petition to United States Supreme Court for writ of certiorari; writ granted. Case to be argued before Supreme Court January 6, 1908.

United States v. Atchison, Topeka & Santa Fe Railway Co. Southern district of California. January 9, 1907, indictment found; concessions to the Grand Canon Lime & Cement Co. and to John S. Schirm on shipments of lime from Arizona to certain California points. April 26, demurrer overruled; plea of not guilty. October 11, verdict of guilty on all counts. November 7, sentenced to pay fine of \$330,000. Stay of execution granted, pending appeal.

United States v. Camden Iron Works. Eastern district of Pennsylvania. September 25, 1906, verdict of guilty. February 1, 1907, fined \$3,000 and costs. Appeal taken. October 16, 1907, cause argued in circuit court of appeals.

United States v. Lumberton Cotton Oil and Ginning Co. and certain officers and directors. Eastern district of North Carolina. May 9, 1907, indictment; obtaining transportation at a lower rate than that in force, by means of false report of weights. May 11, corporation pleads guilty; fined \$5,000 and costs. Nolle pros, as to officers and directors, except one. September 20, 1907, fine paid.

United States v. Laurinburg Oil Co., J. F. McNair, A. L. Jones, L. D. McKinnon, and J. L. McNair. Eastern district of North Carolina. May 8, 1907, indictment filed; obtaining transportation at a lower rate than that in force by means of false reports of weights. May 11, 1907, corporation pleads guilty to 4 counts; sentenced to pay fine of \$10,000 and costs. Nolle pros, as to officers and directors. September 20, 1907, fine paid.

United States v. Utah Fuel Company; United States v. Union Pacific Coal Company; United States v. Oregon Short Line Railroad Co., Everett Buckingham, and J. M. Moore; United States v. Union Pacific Railroad Company. District of Utah. December 7, 1906, indictments found in the above, charging undue discrimination in violation of section 3, and also conspiracy to discriminate. April 1, 1907, demurrer to conspiracy count overruled; demurrer to count alleging violation of section 3 sustained on ground that section 3 is too indefinite to be basis of indictment. New indictments under antitrust law have been found on account of the transactions involved above.

United States v. Ann Arbor Railroad Co. Northern district of Ohio. December 18, 1906, indictment found; rebates on shipments of ice. February 19, 1907, defendant pleaded guilty to 5 counts of the indictment; other counts *nolle pros*; fine of \$15,000 paid.

United States v. Henry S. Hartley. Western district of Missouri. November 13, 1906, indictment found; receiving rebates on cotton-seed meal from points in Indian Territory to Kansas City. December 1, 1906, defendant pleaded guilty and was fined \$1,000; fine paid.

United States v. Baltimore & Ohio R. R. Co. Northern district of West Virginia. April term, 1906, indictment found; discrimination in furnishing switch-track. April 18, 1907, demurrer sustained on ground not properly drawn.

United States v. Baltimore & Ohio R. R. Co. et al. Northern district of West Virginia. April term, 1906, 4 indictments found; discriminating in furnishing cars. April 18, 1907, demurrer sustained on ground indictment not properly drawn.

CASES PENDING IN TRIAL COURTS.

United States v. Great Northern Railway, B. Campbell, W. W. Broughton, H. A. Kimball, and A. G. McGuire. District of Minnesota. November 8, 1906, indictment found; rebates to Spencer Grain Co. on shipments of barley and wheat; 14 counts. December 13 and 14, 1906, demurrers overruled; plea of not guilty entered.

United States v. Great Northern Railway, B. Campbell, W. W. Broughton, H. A. Kimball, and D. G. Black. District of Minnesota. November 8, 1906, indictment found; rebates to Spencer Grain Co. on shipments of barley and wheat; 26 counts. December 13 and 14, demurrers overruled.

United States v. Minneapolis & St. Louis Railroad Co. and J. T. Kenney. District of Minnesota. November 8, 1906, indictment found; rebates to Spencer Grain Co. by payment of elevator allowance. January 26, 1907, demurrers overruled. February 23, plea of not guilty.

United States v. Great Northern Railway, B. Campbell, W. W. Broughton, and G. I. Sweeney. District of Minnesota. November 8, 1906, indictment found; rebates to McCaull-Dinsmore Co. on shipments of oats; 13 counts. December 13 and 14, 1906, demurrers overruled.

United States v. Standard Oil Co. Northern district of Illinois. August 27, 1906, indictment found; receiving concessions from Chicago & Eastern Illinois and other railroads on shipments of oil from Whiting, Ind., to Evansville, Ind., passing through Illinois in transit; 597 counts. January 3, 1907, demurrer overruled. February 15, 1907, plea of not guilty.

United States v. Standard Oil Co. Northern district of Illinois. August 27, 1906, indictment found; receiving concessions from Chicago & Alton and other railroads on shipments of oil from Whiting, Ind., to East St. Louis, Ill.; 134 counts. January 3, 1907, demurrer overruled. February 15, plea of not guilty; case set for trial on first Monday in January, 1908.

United States v. Standard Oil Co. Northern district of Illinois. August 27, 1906, indictment found; receiving concessions from Chicago Terminal Transfer Co. and others on shipments of oil from Whiting, Ind., to East St. Louis, Ill.; 220 counts. January 3, 1907, demurrer overruled. February 15, 1907, plea of not guilty.

United States v. Standard Oil Co. Northern district of Illinois. August 27, 1906, indictment found; receiving concessions from the Lake Shore & Michigan Southern Railway and others on shipments of oil from points in Ohio and Indiana to Chicago; 19 counts. January 3, 1907, demurrer overruled. February 15, plea of not guilty.

United States v. Standard Oil Co. Northern district of Illinois. August 27, 1906, indictment found; receiving concessions from Chicago Terminal Transfer Co. and others on shipments of oil from Whiting, Ind., to Evansville, Ind. via Illinois, 1,318 counts. January 3, 1907, demurrer overruled. February 15, plea of not guilty.

United States v. Standard Oil Co. Northern district of Illinois. August 27, 1906, indictment found; receiving concessions from C. B. & Q. and other railways on shipments of oil from Whiting, Ind., to East St. Louis, Ill.; 2,124 counts. January 3, 1907, demurrer overruled. February 15, 1907, plea of not guilty.

United States v. Standard Oil Co. Northern district of Illinois. August 27, 1906, indictment found; receiving concessions from Lake Shore & Michigan Southern and others on shipments of oil from points in Ohio and Indiana to Chicago; 10 counts. January 3, 1907, demurrer overruled. February 15, plea of not guilty.

United States v. A. Booth & Co. Northern district of Illinois. August 3, 1907, indictment found; receiving rebates and concessions from N. Y. C. & St. L. Railroad and Nickel Plate Ry. Co. on shipments of fish and oysters; 75 counts.

United States *v.* New York, Chicago & St. Louis Railroad. Northern district of Illinois. August 3, 1907, indictment found; rebating to A. Booth & Co., as above; 51 counts.

United States *v.* New York, Chicago & St. Louis Railroad Co. and Lehigh Valley Railroad. Northern district of Illinois. August 3, 1907, indictment found; rebates and concessions to A. Booth & Co., as above; 55 counts.

United States *v.* Atchison, Topeka & Santa Fe Ry. Northern district of Illinois. July 10, 1907, indictment found; rebates and concessions to United States Sugar & Land Co., on shipments from Chicago, Milwaukee, etc., to Garden City, Kans.; 10 counts.

United States *v.* American Sugar Refining Co. Southern district of New York. March 13, 1906, presentment filed. Order filed to continue proceedings before next grand jury.

United States *v.* New York Central & Hudson River Railroad Co. Southern district of New York. August 10, 1906, indictment filed; rebates on cooperage material, Poplar Bluff, Mo., to Brooklyn Cooperage Co., New York. November 21, 1907, demurrer argued.

United States *v.* Northern Steamship Co. Southern district of New York. August 10, 1907, indictment filed charging rebates on shipments of sugar to L. M. Palmer, traffic manager, American Sugar Refining Co. October 18, 1907, plea of not guilty.

United States *v.* Central Vermont Railway Co. Southern district of New York. June 18, 1907, indictment filed; rebates to Woolson Spice Co. on coffee shipments in 1904; 7 counts. Plea of not guilty; demurrer filed and argued.

United States *v.* Great Northern Railway Co. Southern district of New York. February 19, 1907, indictment found; rebates to L. M. Palmer, traffic manager, American Sugar Refining Co., on shipments of sugar made by the Refining Company. May 20, 1907, demurrer filed. June 4, 1907, demurrer overruled. June 24, 1907, plea of not guilty.

United States *v.* N. Y. C. & H. R. R. R. Co. and Nathan Guilford. Southern district of New York. May 4, 1906, indictment found; rebating. September 17, 1906, both defendants pleaded not guilty.

United States *v.* Delaware, Lackawanna & Western Ry. Southern district of New York. August 10, 1906, indictment found, charging rebates on shipments of sugar from New York to Detroit, Cleveland, and other western points during 1903. October 10, 1906, plea of not guilty. November 9, 1906, demurrer filed. February 15, 1907, demurrer overruled. March 14, 1907, jury disagreed and discharged.

United States *v.* New York, Ontario & Western Ry. Co. Southern district of New York. May 7, 1907, indictment found; charge, giving rebates to Woolson Spice Co. on shipments of coffee. May 13, defendant pleads not guilty, with leave to withdraw and plead over. May 20, 1907, time for defendant to withdraw plea of not guilty extended one week.

United States *v.* Standard Oil Co. of New York. Western district of New York. August 21, 24, 1906, two indictments found; accepting concessions on shipments of oil over various roads from Olean, N. Y., to Rutland, Vt., March 29, 1907, defendant's demurrer overruled. (153 Fed., 598.)

United States *v.* Standard Oil Co. of New York. Western district of New York. August 24, 1906, indictment found; accepting concessions upon shipments of gas oil over various roads from Olean, N. Y., to Burlington, Vt. March 29, 1907, defendant's demurrer overruled. (See 153 Fed., 598.)

United States *v.* Standard Oil Co. of New York. Western district of New York. August 9, 1907, indictment found; accepting concessions on shipments of oil over various roads from Olean, N. Y., to Rutland and Bellows Falls, Vt. November 16-18, 1907, defendant's demurrer argued before Hazel, J., at Buffalo, N. Y.

United States *v.* Standard Oil Co. of New York. Western district of New York. August 9, 1907, indictment found; accepting concessions on shipments of oil over various roads from Olean, N. Y., to Burlington, Vt. November 16-18, 1907, defendant's demurrer argued.

United States *v.* Standard Oil Co. of New York. Western district of New York. September 6, 1907, two indictments found; accepting concessions on shipments of oil over various roads from Olean, N. Y., to Burlington, Vt., a stoppage at Rochester, N. Y., being alleged to have been made solely to avoid the statute. November 16-18, 1907, defendant's demurrer argued.

United States *v.* Vacuum Oil Co. Western district of New York. August 10, 1906, indictment found; accepting concessions on shipments of oil over various roads from Olean, N. Y., to Rutland, Vt. March 29, 1907, demurrer overruled. (See 153 Fed., 598.)

United States *v.* Vacuum Oil Co. Western district of New York. September 6, 1907, indictment found; accepting concessions on shipments of oil over various rail-

roads from Olean, N. Y., to Burlington, Vt., a stoppage at Rochester, N. Y., being alleged to have been made solely to avoid the statute. November 16 and 18, 1907, demurrer argued.

United States v. Vacuum Oil Co. Western district of New York. August 9, 1907 two indictments found; accepting concessions on shipments of oil over various roads from Olean, N. Y., to Burlington, Rutland, and Bellows Falls, Vt. November 16-18, 1907, demurrer argued.

United States v. Pennsylvania Railroad Co. Western district of New York. August 10, 1906, indictment found; giving concession to the Standard Oil Co. on shipments of oil from Olean, N. Y., to Rutland, Vt. April 4, 1907, demurrer overruled. (See 153 Fed., 625.)

United States v. Pennsylvania Railroad Co. Western district of New York. August 9, 1907, two indictments found; granting concessions on shipments of oil from Olean, N. Y., to Burlington, Rutland, and Bellows Falls, Vt. October 8, 1907, defendant appeared; time to plead fixed.

United States v. New York Central & Hudson River Railroad Co. Western district of New York. Four indictments found; granting concessions on shipments of oil from Olean, N. Y., to Burlington, Rutland, and Bellows Falls, Vt. October 8, 1907, defendant appeared and time to plead fixed.

United States v. New York Central & Hudson River Railroad Co. Western district of New York. September 6, 1907, indictment found; granting concessions on shipments of oil from Olean, N. Y., to Burlington, Vt., a stoppage at Rochester, N. Y., being alleged to have been made solely to avoid the statute. October 8, 1907, defendant appeared and time to plead fixed.

United States v. Mutual Transit Co. Western district of New York. February 27, 1907, information; rebates on shipments of iron pipe from Philadelphia and Emaus, Pa., to Winnipeg, Manitoba. April 1, demurrer filed. May 24, demurrer overruled. November 23, jury disagreed. (To be tried in January, 1908.)

United States v. Delaware & Hudson Co. Northern district of New York. January 10, 1906, indictment found charging rebates on shipments by General Electric Co. from Schenectady, N. Y., to points outside New York. February 15, 1906, defendant pleads not guilty.

United States v. N. Y. C. & H. R. R. Co. Northern district of New York. January 10, 1906, indictment found; giving rebates on shipments by General Electric Co. from Schenectady, N. Y., interstate. April 11, 1907, mistrial, jury disagrees; to be tried at Utica, N. Y., December 3, 1907.

United States v. Paul J. Diver, agent Mutual Transit Co. Eastern district of Pennsylvania. December 11, 1905, indictment found; giving rebates on shipments Philadelphia to Minneapolis.

United States v. Paul J. Diver. Eastern district of Pennsylvania. December 11, 1905, indictment found; giving rebates on shipments Philadelphia to Winnipeg, Manitoba.

United States v. Mutual Transit Co. Eastern district of Pennsylvania. December 11, 1905, indictment found; giving rebates on shipments Philadelphia to Winnipeg, Manitoba.

United States v. Mutual Transit Co. Eastern district of Pennsylvania. December 11, 1905, indictment found; giving rebates.

United States v. L. W. Lake, agent Mutual Transit Co. Eastern district of Pennsylvania. December 11, 1905, indictment found; rebating on shipments of iron pipe from New Jersey and Pennsylvania points to Winnipeg.

United States v. C. E. Campbell, G. F. A., Great Northern Ry. Co. Eastern district of Pennsylvania. December 11, 1905, indictment found; giving rebates on shipments of iron pipe from points in New Jersey and Pennsylvania to Winnipeg, Canada.

United States v. Great Northern Railway Co. Eastern district of Pennsylvania. December 11, 1905, indictment found; giving rebates on shipments of iron pipe from points in New Jersey and Pennsylvania to Winnipeg, Canada.

United States v. Waters-Pierce Oil Co. Eastern district of Missouri. November 28, 1906, two indictments found; receiving rebates on shipments of oil.

United States v. D. S. Kresky and W. A. McGowan. Western district of Missouri. November 13, 1906, indictment found; conspiracy to procure rebates and concessions on shipments of flour over Chicago & Alton Railroad and Chicago, Milwaukee & St. Paul Ry. November 26 and December 13, 1906, defendants filed demurrers.

United States v. John N. Faithorn, Fred A. Wann, and Chicago & Alton Railway Co. Western district of Missouri. December 15, 1905, indictment found; rebate of \$1 per car on shipments made by Schwarzschild & Sulzberger Co., in guise of payment for use of tracks.

(NOTE.—The transactions in the preceding indictment being identical in character with those involved in indictment on which same parties were found guilty in the northern district of Illinois, this case has been referred to the Department of Justice for further instructions.)

United States v. W. H. Bennett, formerly General Freight Agent of the Ann Arbor Railroad. Northern district of Ohio. June 7, 1907, indictment found; rebates on shipments of ice.

United States v. Toledo Ice & Coal Co. Northern district of Ohio. December 18, 1906, indictment found; receiving rebates on shipments of ice.

United States v. Standard Oil Co. of Indiana. Western district of Tennessee. October 16, 1906, indictment found; receiving rebates. October 30, 1907, demurrer overruled. November 15, 1907, plea of not guilty.

United States v. Gay Manufacturing Co. Eastern district of Virginia. January 10, 1906, indictment found; receiving rebates.

United States v. Suffolk & Carolina Railway. Eastern district of Virginia. January 10, 1906, indictment found; giving rebates.

United States v. William H. Bosley. Eastern district of Virginia. January 10, 1906, indictment found; giving rebates.

United States v. John S. Schirm, president Grand Canon Lime & Cement Co. Southern district of California. January 9, 1907, indictment found; concessions from Santa Fe Ry. on shipments of lime. February 4, 1907, plea of not guilty.

United States v. Grand Canon Lime & Cement Co. Southern district of California. January 9, 1907, 2 indictments found; rebates from Santa Fe Ry. on shipments of lime. April 26, demurrer overruled; plea of not guilty.

United States v. Atchison, Topeka & Santa Fe Ry. Co. Southern district of California. January 9, 1907, indictment found; rebates to J. S. Schirm on shipments of lime made by Grand Canon Lime & Cement Co. April 26, demurrer overruled; plea of not guilty.

United States v. Pacific Mail S. S. Co. Northern district of California. September 27, October 7, and October 11, 1907, 5 indictments, 12 counts; rebating on shipments of matting moved on joint rates, partly by rail and partly by water, from Kobe, Japan, to inland cities of the United States.

United States v. Southern Pacific Company. Northern district of California. September 27 and October 7, 1907, 7 indictments, 58 counts; rebating on shipments of matting moved on joint rates, partly by water and partly by rail, from Kobe, Japan, to inland cities of the United States.

United States v. Waters-Pierce Oil Co. Western district of Louisiana. January 29, 1907, 2 indictments found; receiving concessions from St. L., I. M. & S. Railway and M. L. & T. R. R. and S. Co. on shipments of oil from Bixby, Ill., to points in Louisiana in 1905; 32 counts.

APPENDIX F.

INFORMAL REPARATION CLAIMS ALLOWED BY THE COMMISSION
DURING THE YEAR.

INFORMAL REPARATION CLAIMS ALLOWED BY THE COMMISSION
DURING THE YEAR.

1. T. C. Keller & Company *v.* Chicago & Eastern Illinois Railroad Company. January 17, 1907. Refund of \$54.34 on carload of coal shipped from Clinton, Ind., to Baroda, Mich., on account of excessive rate.

2. Eastern Tablet Company *v.* Mallory Steamship Company. February 16, 1907. Refund of \$105 on shipment of paper tablets from Brownsville, N. Y., to Dallas, Tex., on account of excessive rate.

3. Miller-Vidor Lumber Company *v.* Texas & Pacific Railway Company. February 18, 1907. Refund of \$11.80 on carload of lumber from Sodus, La., to Hallettsville, Tex., on account of misrouting.

4. Surrey Lumber Company *v.* Norfolk & Western Railway Company. February 19, 1907. Refund of \$3.75 on box of shooks from Wakefield, Va., to Westminster, Md., on account of misrouting by carrier's agent.

5. Phoenix Cotton Oil Company *v.* St. Louis, Iron Mountain & Southern Railway Company. February 19, 1907. Refund of \$158.04 on 14 carloads of cotton seed from Corning and Newark, Ark., to Memphis, Tenn., on account of misconstruction of tariff.

6. Milwaukee Elevator Company *v.* Chicago, Rock Island & Pacific Railway Company. February 19, 1907. Refund of \$84.63 on 2 carloads of barley shipped from Bushnell, S. Dak., to Milwaukee, Wis., on account of improper routing.

7. Pillsbury-Watkins Company *v.* Minneapolis & St. Louis Railroad Company. February 21, 1907. Refund of \$354.73 on shipments of ties from Peoria, Ill., to Minneapolis, Minn., through error in publication of tariff.

8. E. D. Hamlin *v.* Iowa Central Railway Company. February 21, 1907. Refund of \$68 on 2 carloads of oats from Vanceve, Iowa, to Kansas City, Mo., on account of misrouting by carrier's agent.

9. Rosebrook Coal Company *v.* Iowa Central Railway Company. February 21, 1907. Refund of \$14.35 on carload of coal from Eddyville, Iowa, to Alden, Minn., on account of misrouting by carrier's agent.

10. Macy Brothers *v.* Iowa Central Railway Company. February 21, 1907. Refund of \$29.38 on carload of oats from Sully, Iowa, to Kansas City, Mo., on account of misrouting by carrier's agent.

11. Taylor Manufacturing Company *v.* Seaboard Air Line Railway. February 23, 1907. Refund on \$14.37 on carload of cotton-seed hulls from Columbia, S. C., to Gastonia, N. C., on account of excessive charges.

12. D. E. Ryan Company and F. B. Scott Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. February 23, 1907. Refund of \$14.88 and \$53.10 on shipments of apples from Nebraska City, Nebr., to Minneapolis, Minn., on account of improper routing.

13. John S. Owen Lumber Company *v.* Wisconsin Central Railway Company. February 23, 1907. Refund of \$16.35 on shipment of building stone from Portland, Conn., to Eau Claire, Wis., on account of charging less than carload rates instead of minimum carload rates.

14. E. P. Stacy & Sons *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. February 23, 1907. Refund of 4 cents per 100 pounds on 6 carloads of apples from Troy, Kans., to Minneapolis, Minn., on account of misrouting by carrier's agent.

15. Rogers, Brown & Company *v.* Southern Railway Company. February 25, 1907. Refund of \$40.50 on 2 carloads of pig iron from Sheffield, Ala., to Moberly, Mo., on account of clerical error in tariff schedule.

16. The Hayward H. Kendall Company *v.* Baltimore & Ohio Railroad Company. February 25, 1907. Refund of \$18.03 on shipment of coal from Lilly, Pa., to Cleveland, Ohio, for the purpose of adjusting excessive switching charge.

17. The Holcomb Hayes Company *v.* Illinois Central Railroad Company.

April 29, 1907. Refund of \$555.50 on 70 carloads of ties from Hopkinsville, Ky., to Herrin and Pawnee Junction, Ill., on account of error in publication of rate schedule.

18. Spencer Lumber Company and Floete Lumber Company *v.* Iowa Central Railway Company. February 27, 1907. Refund of 3½ cents per 100 pounds on shipment of 2 carloads of sewer pipe from Mommouth, Ill., to Spencer, Iowa, on account of misrouting by carrier's agent.

19. Roswell Gas Company *v.* Pecos Valley & Northeastern Railway Company. March 2, 1907. Refund of \$368.92 on shipment of crude oil from Chanute, Kans., to Roswell, N. Mex., on account of collection of local instead of joint through commodity rate.

20. Price Cereal Food Company *v.* Kansas City Southern Railway Company. March 2, 1907. Refund of \$36.56 on shipment of flaked wheat from Owosso, Mich., to Fort Smith, Ark., on account of improper routing.

21. Archenhold & Company *v.* St. Louis Southwestern Railway Company. March 2, 1907. Refund of \$54.57 on shipments of whisky from Lynchburg, Ohio, to Waco, Tex., on account of improper routing by carrier's agent.

22. Yellow Pine Manufacturers' Association *v.* St. Louis Southwestern Railway Company. March 4, 1907. Refund of \$6.50 on carload of yellow pine lumber from Millville, Ark., to Belleville, Ill., on account of misrouting by carrier's agent.

23. Shoal Creek Coal Company *v.* Toledo, St. Louis & Western Railroad Company. March 4, 1907. Refund of \$74.67 on 12 carloads of coal from Panama, Ill., to Hannibal, Mo., Davenport, Dubuque, Keokuk, and Fort Madison, Iowa, on account of excessive charges.

24. M. Wolf & Sons *v.* New York, New Haven & Hartford Railroad Company. March 4, 1907. Refund of \$17.10 on shipment of 100 bales of imported cotton waste from Boston, Mass., to Fall River, Mass., on account of excessive charges.

25. William Whitmer & Sons *v.* Central of Georgia Railway Company. March 4, 1907. Refund of \$12.36 on carload of cypress lumber from Bellwood, Ala., to Philadelphia, Pa., on account of misrouting by carrier's agent.

26. Union Oil Company *v.* Texas & Pacific Railway Company. March 9, 1907. Refund of \$262.24 on 6 carloads of crude cotton-seed oil from Bunkie, La., to Memphis, Tenn., on account of excessive charges in connection with refining in transit privilege.

27. Weber Implement Company *v.* Chicago & Northwestern Railway Company. March 11, 1907. Refund of \$7.27 on shipment of corn huskers from Milwaukee, Wis., to Red Bud, Ill., on account of misrouting by carrier's agent.

28. The Mathieson Alkali Works *v.* Norfolk & Western Railway Company. March 12, 1907. Refund of \$128.74 on 2 carloads of soda ash from Saltville, Va., to Denver, Colo., on account of excessive charges.

29. Southern Bitulithic Company *v.* Yazoo & Mississippi Valley Railroad Company. March 13, 1907. Refund of \$335.62 on 43 carloads of riprap from Cedar Bluff, Ky., to Baton Rouge, La., on account of excessive charges.

30. Georgetown & Western Railroad Company *v.* Southern Railway Company. March 10, 1907. Refund of \$35 on carload of stoves from Atlanta, Ga., to Georgetown, S. C., on account of adjustment of erroneous excessive charge.

31. American Tobacco Company *v.* Durham & Southern Railway Company. March 14, 1907. Refund of \$132.41 on shipment of smoking tobacco from Durham, N. C., to Denver, Colo., on account of error in publication of tariff.

32. R. F. Hodges *v.* Wisconsin Central Railway Company. March 14, 1907. Refund of \$20.85 on carload of lumber from Butternut, Wis., to Rockford, Ill., on account of misrouting by carrier's agent.

33. Stetson, Cutler & Company *v.* Quebec Central Railway Company. March 15, 1907. Refund of \$275.40 on 12 carloads of lumber from Dudswell Junction, Quebec, to Katonah and White Plains, N. Y., on account of excessive charges.

34. Sale-Blackledge-Nellis Company *v.* Vandalia Railroad Company. March 16, 1907. Refund of \$73.39 on 5 carloads of canned tomatoes from Effingham, Ill., to St. Louis, Mo., on account of excessive charges.

35. Wallace Grain Company *v.* Minneapolis & St. Louis Railroad Company. March 16, 1907. Refund of \$17.67 on carload of salt from Superior, Wis., to Wallace, S. Dak., on account of collection of local combination instead of through rate.

36. W. W. Truby & Company *v.* Atchison, Topeka & Santa Fe Railway Company. March 16, 1907. Refund of \$11.27 on carload of broom corn from Englewood, Kans., to Mattoon, Ill., on account of misrouting by carrier's agent.

37. Barrett Manufacturing Company *v.* Chicago Great Western Railway Company. March 16, 1907. Refund of \$32.62 on carload of roofing paper from Chicago, Ill., to Lexington, Nebr., on account of collection of joint through rate in excess of combination of local rates.

38. Rogers Brown & Company *v.* Southern Railway Company. March 22, 1907. Refund of \$64.91 on 24 carloads of pig iron from Sheffield, Ala., to Burlington, N. J., via Norfolk, Va., on account of illegal storage charges.

39. C. A. Bonds *v.* Vicksburg, Shreveport & Pacific Railway Company. March 22, 1907. Refund of \$25 on 4 carloads of shingles from Monroe, La., to Meridian, Miss., on account of clerical error in construction of tariff.

40. Blaisdell Milling Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. March 22, 1907. Cancellation of local charges and to apply joint through rail and lake rates.

41. Crystal Paper Company *v.* Cincinnati, Hamilton & Dayton Railway Company. March 23, 1907. Refund of \$55.20 on carload of wrapping paper from Middletown, Ohio, to Boston, Mass., on account of erroneous cancellation of rate.

42. Yegen Brothers *v.* Northern Pacific Railway Company. March 23, 1907. Refund of \$112.87 on carload of rice from Estherwood, La., to Billings, Mont., on account of excessive charge.

43. American Hoist & Derrick Company *v.* Minneapolis & St. Louis Railroad Company. March 23, 1907. Refund of \$18.35 on carload of hoisting machinery from St. Paul, Minn., to Wiggins, Miss., on account of misrouting by carrier's agent.

44. S. A. Foster Lumber Company *v.* Northern Pacific Railway Company. March 23, 1907. Refund of \$24 on carload of pine laths from Gordon Siding, Mont., to Havelock, Nebr., on account of adjustment of minimum carload regulation.

45. Thomas H. Argall *v.* Canadian Pacific Railway Company. March 25, 1907. Refund of \$73.38 on 2 carloads of iron bog ore from Champlain, Quebec, to Erie, Pa., on account of error in publication of rate.

46. James Quirk Milling Company *v.* Minneapolis & St. Louis Railroad Company. March 25, 1907. Refund of \$20.67 on carload of flour from Montgomery, Minn., to Merrill, Wis., on account of misrouting by carrier's agent.

47. Albert Dickinson Company *v.* Chicago, Burlington & Quincy Railway Company. March 16, 1907. Refund of \$60.10 on carload of popcorn from Chicago, Ill., to Denver, Colo., on account of adjustment of excessive through rate.

48. Moore & Munger *v.* Southern Railway Company. March 23, 1907. Refund of \$89.46 on 3 carloads of clay from Warrenville, S. C., to Lyons Falls, N. Y., on account of excessive charges.

49. Ryland & Brooks Lumber Company *v.* Norfolk & Western Railway Company and Baltimore & Ohio Railroad Company. March 23, 1907. Refund of \$33.13 on 2 carloads of lumber from Ford, Va., to Brooklyn, Md., on account of error in tariff.

50. Carney, Brande & Clark *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. March 25, 1907. Refund of \$606.99 on 21 carloads of poles from Black Duck and Funkley, Minn., to Omaha, Nebr., on account of excessive rates.

51. James A. Smith *v.* Iowa Central Railway Company. March 25, 1907. Refund of \$118.81 on 2 carloads of coal from Albia, Iowa, to Vivian, S. Dak., on account of misrouting by carrier's agent.

52. Clark Coal & Coke Company *v.* Iowa Central Railway Company. March 25, 1907. Refund of \$34.11 on carload of coal from Bartlett, Ill., to Henderson, Minn., on account of misrouting by carrier's agent.

53. E. P. Stacy & Sons *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. March 25, 1907. Refund of \$11.50 on carload of apples from Troy, Kans., to St. Paul, Minn., on account of excessive rates.

54. Ryland & Brooks Lumber Company *v.* Seaboard Air Line Railway. March 30, 1907. Refund of \$18.21 on carload of lumber from Sandford, N. C., to Baltimore, Md., on account of misrouting by carrier's agent.

55. Mount Airy Furniture Company *v.* Southern Railway Company. April 2, 1907. Refund of \$32.40 on carload of furniture from Mount Airy, N. C., to Turtle Creek, Pa., on account of excessive rates.

56. D. B. Sweet & Company *v.* New York, New Haven & Hartford Railroad Company. March 30, 1907. Refund of \$12 on carload of flour in barrels from New York, N. Y., to New Haven, Conn., on account of excessive rates.

57. Anderson-Tully Company *v.* Vicksburg, Shreveport & Pacific Railway Company. April 3, 1907. Refund of \$23.70 on carload of box material from Vicksburg, Miss., to Monroe, La., on account of excessive rates.

58. H. A. Dreves Company *v.* Illinois Central Railroad Company. March 29, 1907. Refund of \$331.83 on 7 carloads of crushed oyster shells from Savannah, Ga., to Minneapolis and St. Paul, Minn., on account of excessive rates.

59. American Tobacco Company *v.* Durham & Southern Railway Company. April 5, 1907. Refund of \$115.92 on shipment of smoking tobacco from Durham, N. C., to Denver, Colo., on account of error in publication of tariff.

60. Barrett Manufacturing Company *v.* Chicago, Burlington & Quincy Railway Company. April 5, 1907. Refund of \$8.13 on carload of wrapping paper from Chicago, Ill., to Winona, Minn., on account of error in publishing rate.

61. Sandoval Zinc Company *v.* Illinois Central Railroad Company. April 5, 1907. Refund of \$30 on 2 carloads of zinc ore from Marion, Ky., to Sandoval, Ill., on account of clerical error in publishing rate.

62. Abilene Company *v.* Union Pacific Railroad Company. April 10, 1907. Refund of \$2.16 on shipments of mineral water from Abilene, Kans., to Omaha, Nebr., on account of excessive charge.

63. Lange Canning Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. April 5, 1907. Refund of \$6.08 on shipment of carload of canned corn from Eau Claire, Wis., to Pueblo, Colo., on account of excessive charges.

64. Goff-Kirby Coal Company *v.* Bessemer & Lake Erie Railroad Company. April 10, 1907. Refund of \$597.82 on 71 carloads of coal from Branchton, Pa., to Detroit, Mich., on account of excessive rates.

65. Goemann Grain Company *v.* Wisconsin Central Railway Company. April 8, 1907. Refund of \$128.32 on shipment of 10 carloads of oats from Fairchild, Wis., to Manitowoc, Wis., on account of excessive rates.

66. Armour Packing Company *v.* Kansas City Southern Railway Company. April 12, 1907. Refund of \$69.58 on carload of cotton-seed oil from Paris, Ark., to Kansas City, Mo., on account of excessive charge.

67. Wm. Volker & Company *v.* Norfolk & Western Railway Company. April 18, 1907. Refund of \$28.78 on 2 carloads of linoleum from Philadelphia, Pa., to Kansas City, Mo., on account of excessive rate.

68. J. H. Arnold & Company *v.* Southern Railway Company. April 18, 1907. Refund of \$54.78 on carload of cotton from Gadsden, Ala., to Hudson, N. C., on account of excessive rate.

69. Humbird Lumber Company *v.* Northern Pacific Railway Company. April 15, 1907. Refund of \$45 on 2 carloads of pine lumber from Sand Point, Idaho, to McClusky, S. Dak., on account of oversight in publication of rate.

70. Acworth Cotton Manufacturing Company *v.* Nashville, Chattanooga & St. Louis Railway Company. April 18, 1907. Refund of \$285.50 on 15 carloads of machinery from Lowell, Mass., to Acworth, Ga., on account of oversight in publication of rate.

71. W. M. Ritter Lumber Company *v.* Norfolk & Western Railway Company. April 19, 1907. Refund of \$2.70 on carload of lumber from Panther, W. Va., to Punxsutawney, Pa., on account of excessive rate.

72. Beatrice Corn Mills *v.* Union Pacific Railroad Company. April 19, 1907. Refund of \$198 on carload of brewer's grits from Beatrice, Nebr., to San Francisco, Cal., and diverted on account of the earthquake to Vancouver, Wash., on account of excessive rate.

73. W. E. Demond *v.* Central Vermont Railway Company. April 20, 1907. Refund of \$9.89 on 3 cars of cord wood from Stratford, Conn., to Springfield, Mass., on account of excessive rate.

74. Acme Storage Company *v.* Southern Railway Company. April 22, 1907. Refund of \$54.80 on 2 carloads of tale from Glendon, N. C., to Chicago, Ill., on account of error in publication of rate.

75. California Sugar & White Pine Agency *v.* Chicago, Rock Island & Pacific Railway Company. April 24, 1907. Refund of \$4 on carload of doors from San Francisco, Cal., to Kansas City, Mo., on account of improper exaction of demurrage charge.

76. Powhatan Coal & Coke Company *v.* Buffalo & Susquehanna Railroad Company. April 22, 1907. Refund of \$5,359.25 on 152 carloads of coke from Sykes, Pa., to West Seneca, N. Y., on account of excessive charge.

77. National Manufacturing Company *v.* Toledo, St. Louis & Western Railway Company. April 19, 1907. Refund of \$22.74 on carload of staves from New Bavaria, Ohio, to Sterling, Ill., on account of excessive charge.

78. Listman Mill Company *v.* Chicago, Burlington & Quincy Railway Company. April 20, 1907. Refund of \$503 on 25 carloads of bran from Minneapolis, Minn., to Lacrosse, Wis., on account of oversight in construction of rate schedule.

79. C. W. Hull Company *v.* Minneapolis & St. Louis Railroad Company. April 22, 1907. Refund of \$12.15 on carload of coal from Carterville, Ill., to Greenville, Iowa, thence reconsigned to Sheldon, Iowa, on account of improper reconsignment charges.

80. Newaygo Portland Cement Company *v.* Wisconsin Central Railway Company. April 22, 1907. Refund of \$101.95 on 5 carloads of cement from Newaygo, Mich., to Grand Rapids, Wis., on account of excessive charge.

81. C. B. Havens & Company *v.* Union Pacific Railroad Company. April 22, 1907. Refund of \$81.88 on carload of coal from Chicago, Ill., to Boise, Idaho, on account of excessive charge.

82. Champion Coated Paper Company *v.* Cincinnati, Hamilton & Dayton Railway Company. April 23, 1907. Refund of \$314 on 20 carloads of paper from Hamilton, Ohio, to Baltimore, Md., New York, N. Y., and Boston, Mass., on account of excessive charge.

83. Franklin Sugar Refining Company *v.* Lehigh Valley Railroad Company. April 23, 1907. Refund of \$20.25 on carload of sirup from Philadelphia, Pa., to St. Louis, Mo., on account of error of carrier's agent.

84. C. F. Keck & Company *v.* Baltimore & Ohio Railroad Company and Norfolk & Western Railway Company. April 23, 1907. Refund of \$35.75 on 2 carloads of feed from Roxbury, Md., to Norfolk, Va., on account of excessive charge.

85. Baker Brothers & Company *v.* Norfolk & Western Railway Company. April 24, 1907. Refund of \$28.60 on carload of glass bottles from Sheffield, Pa., to Lynchburg, Va., on account of excessive charge.

86. Muskogee Oil Refining Company *v.* Missouri, Kansas & Texas Railway Company. April 23, 1907. Refund of \$87.83 on carload of oil from Muskogee, Ind. T., to Little Rock, Ark., on account of excessive charge.

87. Independent Elevator Company *v.* Minneapolis & St. Louis Railroad Company. April 25, 1907. Refund of \$217.71 on 4 carloads of coal from Duluth, Minn., to Crocker, S. Dak., on account of excessive charge.

88. Tennessee Valley Fertilizer Company *v.* Southern Railway Company. October 5, 1907. Refund of \$1,437.62 on 81 carloads of fertilizer from Florence, Ala., to various points in Tennessee, on account of clerical error in publication of rate schedule.

89. Southern Bitulithic Company *v.* Illinois Central Railroad Company. April 25, 1907. Refund of \$57.84 on carload of paving cement from Carthage, Ohio, to Baton Rouge, La., on account of excessive charge.

90. Oxford Copper Company *v.* Delaware, Lackawanna & Western Railroad Company. April 25, 1907. Refund of \$90.11 on 8 carloads of soda ash from Solvay, N. Y., to Hoboken, N. J., on account of oversight in publication of rate schedule.

91. F. J. Zilla & Company *v.* Great Northern Railway Company. May 3, 1907. Refund of \$7.76 on carload of wire and nails from Chicago, Ill., to Hutchinson, Minn., on account of excessive charge.

92. B. Presley Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. May 3, 1907. Refund of \$60 on carload of flour from Orrville, Shuburt, and Falls City, Nebr., to St. Paul, Minn., on account of oversight in connection with publication of rate.

93. Orrville Milling Company *v.* Cleveland, Akron & Columbus Railway Company. May 3, 1907. Refund of \$60 on a carload of flour from Orrville, Ohio, to Alexandria, Va., on account of misrouting by carrier's agent.

94. Crosby Roller Milling Company *v.* Chicago, Rock Island & Pacific Railway Company. May 3, 1907. Refund of \$3.07 on carload of flour from Topeka, Kans., to Modesto, Ill., on account of misrouting by carrier's agent.

95. New Prague Flouring Mill Company *v.* Minneapolis & St. Louis Railroad Company. April 11, 1907. Refund of \$10.68 on 2 carloads of flour from New Prague, Minn., to Rice Lake and Cameron, Wis., on account of excessive through rate.

96. R. P. Burnett *v.* New York Central & Hudson River Railroad Company. May 2, 1907. Refund of \$19.83 on carload of stone from Albion, N. Y., to Cleveland, Ohio, on account of excessive through rate.

97. Northern Ohio Paving & Construction Company *v.* New York Central & Hudson River Railroad Company. May 2, 1907. Refund of \$192.31 on 7 car-

loads of stone from Albion and Eagle Harbor, N. Y., to Cleveland, Ohio, on account of excessive through rate.

98. *George B. Herring & Son v. New York Central & Hudson River Railroad Company.* May 2, 1907. Refund of \$127.59 on 6 carloads of block stone from Albion and Eagle Harbor, N. Y., to Cleveland, Ohio, on account of excessive through rate.

99. *Southern Cotton Oil Company v. New Orleans & Northeastern Railroad Company.* May 3, 1907. Refund of \$41.83 on carload of cooking fat from New Orleans, La., to Fort Wayne, Ind., on account of excessive through rate.

100. *George J. Kindel v. Union Pacific Railroad Company.* May 4, 1907. Refund of \$2.77 on 2 bales of domestic chevots from Greensboro, N. C., to Denver, Colo., on account of excessive through rate.

101. *J. H. Furman v. Illinois Central Railroad Company.* May 6, 1907. Refund of \$139.83 on 52 casks of muriate of ammonia from Antwerp, Belgium, and shipped by the Illinois Central Railroad from New Orleans, La., to Chicago, Ill., on account of error in routing by custom-house broker.

102. *William Volker & Company v. Chicago, Rock Island & Pacific Railway Company.* May 6, 1907. Refund of \$21 on carload of shade rollers from Hammond, Ind., to Denver, Colo., by way of Chicago, on account of excessive through rate.

103. *Simon Cook Company v. Toledo, St. Louis & Western Railroad Company.* May 8, 1907. Refund of \$6 on carload of scrap iron from Delphos, Ohio, to Fort Wayne, Ind., on account of excessive rate.

104. *Cleveland Trinidad Paving Company v. New York Central & Hudson River Railroad Company.* May 4, 1907, refund of \$68.92; May 6, 1907, refund of \$97.77; May 6, 1907, refund of \$1,243.34; all on shipments of stone from Albion and Medina, N. Y., to Cleveland, Ohio, on account of excessive through rates.

105. *Northwest Thresher Company v. Great Northern Railway Company.* May 7, 1907. Refund of \$27.61 on 2 carloads of thrashing machinery from Stillwater, Minn., to Brandon, Manitoba, on account of oversight in publication of tariff.

106. *New England Granite Works v. New York, New Haven & Hartford Railroad Company.* May 9, 1907. Refund of \$5.57 on granite monument from West Quincy, Mass., to Bridgeport, Conn., on account of excessive rate.

107. *Newton Oil & Manufacturing Company v. New Orleans & Northeastern Railroad Company and Alabama & Vicksburg Railway Company.* May 11, 1907. Refund of \$205.92 on 18 carloads of kainit from Fort Chalmette, La., to Newton, Miss., on account of excessive rate.

108. *International Forwarding Company v. Illinois Central Railroad Company.* May 8, 1907. Refund of \$14.70 on 3 carloads of mineral water from Antwerp, Belgium, by way of New Orleans, to Chicago, Ill., on account of error in publication of tariff.

109. *E. L. Hedstrom & Company v. Southern Indiana Railway Company.* May 17, 1907. Refund of \$15 on 5 carloads of coal from Coalmont, Ind., to Chicago, Ill., on account of improper switching charge.

110. *Max Atliss v. Wabash Railroad Company.* May 6, 1907. Refund of \$113.54 on 8 carloads of ice from Madison, Wis., to Decatur, Ill., on account of excessive rate.

111. *Milne Lumber Company v. Wabash Railroad Company.* May 6, 1907. Refund of \$9.56 on carload of lumber from St. Louis, Mo., to Blockton, Iowa, on account of excessive rate.

112. *United States Leather Company v. Wabash Railroad Company.* May 6, 1907. Refund of \$204.45 on 5 carloads of hides from Fort Worth, Tex., to Marlinton, W. Va., on account of excessive rate.

113. *Milwaukee Worsted Mills v. Wabash Railroad Company.* May 6, 1907. Refund of \$78.63 on 8 carloads of wool from St. Louis, Mo., to Milwaukee, Wis., on account of improper minimum carload charge.

114. *Nichols-Chisolm Lumber Company v. Northern Pacific Railway Company.* August 19, 1907. Refund of \$11.26 on carload of lumber from Frazee, Minn., to Waukegon, Ill., on account of excessive rate.

115. *W. B. Northrup & Company v. Chicago, St. Paul, Minneapolis & Omaha Railway Company.* May 14, 1907. Refund of \$121.65 on 2 carloads of apples from Bracken, Nebr., to Minneapolis, Minn., on account of excessive rate.

116. *American Glue Company v. New York, New Haven & Hartford Railroad Company.* May 20, 1907. Refund of \$10.50 on carload of glue stock from Danbury, Conn., to Springdale, Pa., on account of excessive rate.

117. Upham & Agler *v.* St. Louis Southwestern Railway Company. May 18, 1907. Refund of \$11.05 on carload of lumber from Kelso, Mo., to Cairo, Ill., on account of mistake in quoting rate.
118. New Orleans Acid & Fertilizer Company *v.* Morgan's Louisiana & Teats Railroad & Steamship Company. August 6, 1907. Refund of \$35 on carload of fertilizer from New Orleans, La., to Stamps, Ark., on account of excessive through rate.
119. Northwestern Washed Coal Company *v.* Illinois Central Railroad Company. May 18, 1907. Refund of \$3.86 on carload of coal from East St. Louis, Ill., to Omaha, Nebr., on account of excessive rate.
120. Bessemer Washed Coal Company *v.* Illinois Central Railroad Company. May 18, 1907. Refund of \$82.55 on 11 carloads of coal from East St. Louis, Ill., to Omaha, Nebr., on account of excessive rate.
121. Red River Lumber Company *v.* Minneapolis & St. Louis Railroad Company. May 20, 1907. Refund of \$33.65 on 3 carloads of lumber from Ackley, Minn., to Leola, S. Dak., on account of excessive rate.
122. Gamble-Robinson Commission Company *v.* Chicago, Rock Island & Pacific Railway Company. May 21, 1907. Refund of \$27.20 on carload of melons from Coan, Iowa, to Mankato, Minn., on account of misrouting by carrier's agent.
123. W. W. Sivright *v.* Great Northern Railway Company. May 23, 1907. Refund of \$9.38 on carload of wire and nails from Chicago, Ill., to Hutchinson, Minn., on account of excessive through rate.
124. Crookston Lumber Company *v.* Northern Pacific Railway Company. May 22, 1907. Refund of \$108.93 on 5 carloads of lumber from Bermidji, Minn., to Garrison, N. Dak., on account of misrouting by carrier's agent.
125. Cudahy Packing Company *v.* Union Pacific Railroad Company. May 24, 1907. Refund of \$62.40 on carload of lard oil from South Omaha, Nebr., consigned to San Francisco and diverted in transit to Seattle, Wash., on account of diversion of shipment.
126. Crocker Brothers *v.* New York, New Haven & Hartford Railroad Company. May 23, 1907. Refund of \$10 on carload of pig iron from Fox Point, R. I., to Warren, R. I., on account of excessive rate.
127. Crocker Brothers *v.* New York, New Haven & Hartford Railroad Company. May 23, 1907. Refund of \$148.10 on 20 carloads of pig iron from Fox Point, R. I., to Whitens, Mass., on account of excessive rate.
128. Woonsocket Machine & Press Company *v.* New York, New Haven & Hartford Railroad Company. May 23, 1907. Refund of \$58.31 on 17 carloads of pig iron from Fox Point, R. I., to Woonsocket, R. I., on account of excessive rate.
129. El. Arthur Tutin *v.* New York, New Haven & Hartford Railroad Company. May 24, 1907. Refund of \$50 on carload of pig iron from Fox Point, R. I., to Taunton, Mass., and on car of pig iron from Fox Point, R. I., to Weir, Mass., on account of excessive rate.
130. Ostrander Fire Brick Company *v.* Lehigh Valley Railroad Company. May 24, 1907. Refund of \$12.58 on carload of fire clay from Perth Amboy, N. J., to Bellows Falls, Vt., on account of excessive rate.
131. J. A. Miller & Company *v.* Manistee & Northeastern Railroad Company. May 27, 1907. Refund of \$88.33 on 2 carloads of potatoes from Glengarry, Mich., to Chicago, Ill., on account of technical failure in issuing tariff.
132. Northwest Lumber Company *v.* Great Northern Railway Company. May 28, 1907. Refund of \$23.04 on carload of lumber from Bagley, Minn., to Divide, N. Dak., on account of misrouting by carrier's agent.
133. American Sugar Refining Company *v.* New Orleans & Northeastern Railroad Company. May 29, 1907. Refund of \$46.01 on carload of sugar from New Orleans, La., to Dothan, Ala., on account of excessive rate.
134. American Sugar Refining Company *v.* New Orleans & Northeastern Railroad Company. May 29, 1907. Refund of \$54.90 on carload of sugar from New Orleans, La., to Troy, Ala., on account of excessive rate.
135. Julius Porath *v.* New York Central & Hudson River Railroad Company. May 31, 1907. Refund of \$79.74 on 3 carloads of stone from Albion and Eagle Harbor, N. Y., to West Detroit, Mich., on account of excessive through rate.
136. Pennsylvania & Delaware Oil Company *v.* Central Railroad Company of New Jersey. May 31, 1907. Refund of \$4.62 on carload of lubricating oil from Bayonne, N. J., to Easton, Pa., on account of excessive rate.
137. Greif Brothers Company *v.* Chicago & Northwestern Railway Company and Lake Shore & Michigan Southern Railway Company. May 22, 1907. Re-

fund of \$35.48 on carload of staves from Cleveland, Ohio, to Janesville, Wis., on account of excessive through rate.

138. *McCarthy & Lardie v. Manistee & Northeastern Railroad Company.* May 27, 1907. Refund of \$265.02 on 10 carloads of potatoes from Buckley, Mich., to Chicago, Ill., on account of excessive rate.

139. *Menomonee Hydraulic Press Brick Company v. Great Northern Railway Company.* May 27, 1907. Refund of \$3.04 on carload of cement from Superior Dock, Wis., to Watertown, S. Dak., on account of error in publication of tariff.

140. *L. Teweles & Company v. Ahnapee & Western Railroad Company and Chicago & Northwestern Railway Company.* June 3, 1907. Refund of \$23.39 on 200 bags of dried peas from Sawyer, Wis., to Chicago, Ill., on account of excessive rate.

141. *Quinn Marshall & Company v. Philadelphia & Reading Railway Company.* May 31, 1907. Refund of \$0.63 on shipment of hosiery from Doylestown, Pa., to Lynchburg, Va., on account of misrouting by carrier's agent.

142. *Walter Cooper v. Northern Pacific Railway Company.* April 26, 1907. Refund of \$207.20 on 8 carloads of pine laths from Gordon Siding, Mont., to various destinations on account of adjustment of minimum weight regulations.

143. *E. W. Barley & Company v. Central Vermont Railway Company.* June 6, 1907. Application of 20 cents per 100 pounds instead of 26 cents per 100 pounds in making settlement with its connecting carriers on a shipment of 40,000 pounds of merchandise which had been misrouted.

144. *Little River Lumber Company v. Southern Railway Company.* June 6, 1907. Refund of \$102.11 on 7 carloads of lumber from Townsend, Tenn., to Cincinnati, Ohio, on account of oversight in publication of tariff.

145. *Kansas City Bolt & Nut Company v. Missouri, Kansas & Texas Railway Company.* June 6, 1907. Refund of \$164.76 on 8 carloads of sand from Klondike, Mo., to Kansas City, Mo., on account of error in publication of tariff.

146. *Sanger Brothers v. St. Louis Southwestern Railway Company.* June 6, 1907. Refund of \$58.63 on carload of oilcloth from Rock Island, Ill., to Dallas, Tex., on account of error in publication of tariff schedule.

147. *Simmons Manufacturing Company v. Chicago, Rock Island & Pacific Railway Company.* June 6, 1907. Refund of \$40.40 on shipment of furniture from Kenosha, Wis., to Springfield, Mo., on account of misapplication of minimum carload weight.

148. *Carpenter & Boxley v. Norfolk & Western Railway Company.* June 8, 1907. Refund of \$154.80 on 2 shipments of contractor's outfit from Bluefield, W. Va., to Johnson City, Tenn., on account of excessive rate.

149. *Carpenter & Boxley v. Norfolk & Western Railway Company.* June 8, 1907. Refund of \$89.40 on 2 shipments of contractor's outfit from Ingleside, W. Va., to Johnson City, Tenn., on account of excessive rate.

150. *C. C. Boxley v. Union Pacific Railroad Company.* June 15, 1907. Refund of \$20.23 on carload of potatoes from Fremont, Nebr., to Paola, Kans., on account of excessive through rate.

151. *Myles Salt Company v. Morgan's Louisiana & Texas Railroad & Steamship Company.* June 15, 1907. Refund of \$85.02 on carload of salt from Weeks Island, La., to Grand Saline, Tex., on account of excessive rate.

152. *McNeill Pressed Brick Company v. St. Louis & San Francisco Railroad Company.* June 7, 1907. Refund of \$31.61 on carload of brick from Chicago Heights, Ill., to Valley Park, Mo., on account of excessive through class rate.

153. *E. M. Wilhoit v. Missouri, Kansas & Texas Railway Company.* June 14, 1907. Refund of amount paid on shipments of refined oil from Erie, Kans., to Joplin, Mo., in excess of 15 cents per 100 pounds on account of error made by carrier's agent in the application of rate.

154. *Blackwell Milling & Elevator Company v. Missouri, Kansas & Texas Railway Company.* June 7, 1907. Refund of \$14.65 on carload of flour from Tulsa to Broken Arrow, Ind. T., on account of illegal arbitrary charge.

155. *American Bottle Company v. Chicago, Burlington & Quincy Railway Company.* June 12, 1907. Refund of \$15.86 on 2 carloads of bottles from Streator, Ill., to Ortonville, Minn., on account of excessive through rate.

156. *Raeford Power & Manufacturing Company v. Aberdeen & Rockfish Railway Company.* June 18, 1907. Refund of \$18.24 on 3 shipments of yarn from Raeford, N. C., to Philadelphia, Pa., on account of excessive rate.

157. *Sligo Iron Store Company v. Chicago, Burlington & Quincy Railway Company.* June 18, 1907. Refund of \$6.06 on carload of coal from Chicago, Ill., to Cody, Wyo., on account of excessive rate.

158. Western Tin Plate & Sheet Company *v.* Vandalia Railroad Company. June 25, 1907. Refund of \$64.12 on 3 carloads of sheet iron from Greencastle, Ind., to Minneapolis, Minn., on account of excessive rate.

159. Amarillo Ice & Cold Storage Company *v.* Pecos Valley & Northeastern Railway Company. June 14, 1907. Refund of \$1,553.88 on 7 carloads of fuel oil from Chanute, Kans., to Amarillo, Tex., on account of excessive rate.

160. W. B. Bradley Company *v.* Philadelphia & Reading Railroad Company. June 21, 1907. Refund of \$581.53 on 18 carloads of limestone from Hummelstown, Pa., to New Village, N. J., on account of excessive rate.

161. Brighton Stock Yard Company *v.* Boston & Albany Railroad Company. June 20, 1907. Refund of \$44.64 on 6 shipments of sack dust from Plymouth, N. H., to Brighton, Mass., on account of excessive switching charge.

162. Sligo Iron Store Company *v.* Chicago, Burlington & Quincy Railway Company. June 20, 1907. Refund of \$4.21 on carload of coal from Chicago, Ill., to Cody, Wyo., on account of excessive rate.

163. Little River Lumber Company *v.* Southern Railway Company. June 20, 1907. Refund of \$29.16 on 2 carloads of lumber from Townsend, Tenn., to Cincinnati, Ohio, on account of oversight in publication of tariff schedules.

164. B. Presley Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. June 24, 1907. Refund of \$349.31 on 12 carloads of apples from Shubert, Rulo, and Falls City, Nebr., to St. Paul, Minn., on account of excessive rate.

165. Shoal Creek Coal Company *v.* Toledo, St. Louis & Western Railroad Company. June 18, 1907. Refund of \$11.28 on shipment of coal from Panama, Ill., to Hannibal, Mo., on account of misrouting by carrier's agent.

166. Works Biscuit Company *v.* Minneapolis & St. Louis Railroad Company. June 15, 1907. Refund of \$20.07 on shipment of wrapping paper from Niles, Mich., to Minneapolis, Minn., on account of excessive class rate.

167. Perry Mills Company *v.* Missouri, Kansas & Texas Railway Company. June 15, 1907. Refund of \$110.92 on 8 carloads of flour and bran between various points in Oklahoma and Indian Territory on account of illegal arbitrary charge.

168. Southern Cement Company *v.* Alabama Great Southern Railroad Company. June 20, 1907. Refund of \$40.40 on carload of cement from Birmingham, Ala., to New Iberia, La., on account of excessive through rate.

169. Barns & Mauk *v.* Wisconsin Central Railroad Company. June 21, 1907. Refund of \$21.21 on shipment of shingles from Segro Quarry, Wash., to Boonville, Ind., on account of misrouting by carrier's agent.

170. Portland Flour & Meal Company *v.* Northern Pacific Railway Company. June 25, 1907. Refund of \$7.70 on carload of flour from Spokane, Wash., to Clarks Fork, Idaho, on account of adjustment of minimum carload weight.

171. Highland Iron & Steel Company *v.* Chicago & Eastern Illinois Railroad Company. June 24, 1907. Refund of \$26.30 on carload of bar iron from Terre Haute, Ind., to Fairfield, Iowa, on account of misrouting by carrier's agent.

172. Plansifter Milling Company *v.* Missouri, Kansas & Texas Railway Company. June 22, 1907. Refund of \$29.91 on 2 carloads of grain product from McAlester, Ind. T., to Carbon, Ind. T., on account of excessive rate.

173. Simonds-Shields Grain Company *v.* Chicago, Milwaukee & St. Paul Railway Company. June 27, 1907. Refund of \$650.62 on 59 carloads of wheat from Kansas City, Mo., to Chicago, Ill., on account of excessive milling-in-transit charge.

174. Goodyear Lumber Company *v.* Buffalo & Susquehanna Railroad Company. May 17, 1907. Refund of \$170.70 on 10 carloads of lumber from points on defendant's line to Newark, N. J., on account of misrouting by carrier's agent.

175. Farwell, Ozmun, Kirk & Company *v.* Northern Pacific Railway Company. July 17, 1907. Refund of \$36.29 on carload of nails, wire, and fencing from St. Paul, Minn., to Sentinel Butte, N. Dak., on account of excessive through rate.

176. Gideon-Anderson Lumber & Mercantile Company *v.* Toledo, St. Louis & Western Railroad Company. June 21, 1907. Refund of \$4.30 on shipment of baled hay from Decatur, Ind., to Gideon, Mo., on account of misrouting by carrier's agent.

177. Arnold-Evans Company *v.* Northern Pacific Railway Company. July 8, 1907. Refund of \$90.50 on carload of heating apparatus from Chicago, Ill., to Sprague, Wash., on account of excessive through rate.

178. In the matter of the relief of certain agents of the Chicago, St. Paul, Minneapolis & Omaha Railway Company. July 3, 1907. Refund of \$653.24 on shipments of apples from various points of origin to various destinations on account of adjustment of minimum carload weight.

179. Duluth Iron & Metal Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. July 6, 1907. Refund of \$324.23 on 5 carloads of scrap rails from Hawthorne, Wis., to Chicago, Ill., on account of excessive rate.

180. In the matter of the relief of the agent of the Chicago, St. Paul, Minneapolis & Omaha Railway Company at Minneapolis. July 8, 1907. Refund of \$20.90 on shipment of sleighs from Wayne, Mich., to Minneapolis, Minn., on account of excessive through rate.

181. American Car & Foundry Company *v.* Delaware, Lackawanna & Western Railroad Company. June 26, 1907. Refund of \$1,198.40 on 20 carloads of steel car frames from Berwick, Pa., to Chicago, Ill., on account of excessive rate.

182. Wm. Parr & Company *v.* Gulf, Colorado & Santa Fe Railway Company. July 3, 1907. Refund of \$16 on shipment of cement from Galveston, Tex., to Columbus, Nebr., on account of misrouting by carrier's agent.

183. Carolina Portland Cement Company *v.* Alabama Great Southern Railroad Company. July 3, 1907. Refund of \$6.46 on carload of cement from Lehman, Ind., to Birmingham, Ala., on account of error in publishing tariff schedule.

184. Griffith-Durney Company *v.* Northern Pacific Railway Company. June 3, 1907. Refund of \$110.15 on carload of canned salmon from Seattle, Wash., to Abilene, Tex., on account of misrouting by carrier's agent.

185. Swift & Company *v.* Chicago Great Western Railway Company. July 3, 1907. Refund of \$26.02 on shipment of fresh pork from South St. Paul, Minn., to Kansas City, Mo., on account of excessive through rate.

186. Minnesota Soap Company *v.* Minneapolis & St. Louis Railroad Company. July 2, 1907. Refund of \$78.90 on 2 carloads of cotton-seed oil from Sallisaw, Ind. T., to St. Paul, Minn., on account of misrouting by carrier's agent.

187. Wisner & Company *v.* Chicago, Rock Island & Pacific Railway Company. June 12, 1907. Refund of \$13.45 on carload of oats from Bode, Iowa, to Memphis, Tenn., on account of misrouting by carrier's agent.

188. Wisner & Company *v.* Chicago, Rock Island & Pacific Railway Company. June 12, 1907. Refund of \$2.95 on carload of oats from Pope Joy, Iowa, to Memphis, Tenn., on account of misrouting by carrier's agent.

189. Wisner & Company *v.* Chicago, Rock Island & Pacific Railway Company. June 12, 1907. Refund of \$33.04 on 5 carloads of oats from Klemme, Iowa, to Memphis, Tenn., on account of misrouting by carrier's agent.

190. Minneapolis Paper Company *v.* Minneapolis & St. Louis Railroad Company. June 24, 1907. Refund of \$12 on carload of paper from Minneapolis, Minn., to Watertown, S. Dak., on account of excessive rate.

191. E. P. Bacon & Company *v.* Chicago, Rock Island & Pacific Railway Company. June 21, 1907. Refund of \$82.51 on shipment of barley from Anita, Iowa, to Milwaukee, Wis., on account of misrouting by carrier's agent.

192. Simpson, Hendee & Company *v.* New York Central & Hudson River Railroad Company. July 8, 1907. Refund of \$16.92 on carload of straw from New Paltz, N. Y., to West Brighton, N. Y., on account of misrouting by carrier's agent.

193. J. L. Eliff *v.* Kansas City Southern Railway Company. July 11, 1907. Refund of \$315.70 on 12 carloads of oak ties from Lanagan, Mo., to Pittsburg, Kans., on account of oversight in publishing rate schedule.

194. American Sugar Refining Company *v.* Illinois Central Railroad Company. July 6, 1907. Refund of \$25.25 on carload of sugar from New Orleans, La., to Coffeyville, Kans., on account of error in publication of rate schedule.

195. N. W. Cooperage & Lumber Company *v.* Chicago & Northwestern Railway Company. June 28, 1907. Refund of \$16.62 on shipment of hoops from Escanaba, Mich., to Pittsburg, Pa., on account of excessive rate.

196. J. B. Teague *v.* Chicago, Rock Island & Pacific Railway Company. July 10, 1907. Refund of \$7.47 on shipment of household goods from Stuart, Ind. T., to Estancio, N. Mex., on account of misrouting by carrier's agent.

197. Continental Can Company *v.* Atchison, Topeka & Santa Fe Railway Company. July 10, 1907. Refund of \$33.84 on shipment of tin cans from Chicago, Ill., to Marshfield, Mo., on account of misrouting by carrier's agent.

198. Barrett Manufacturing Company *v.* Alabama Great Southern Railroad Company. July 10, 1907. Refund of \$24.86 on 3 carloads of coal-tar paving cement from Ensley, Ala., to Houston, Tex., on account of excessive through rate.

199. Louis Costa *v.* Baltimore & Ohio Railroad Company. July 10, 1907. Refund of \$324.48 on 11 carloads of stone from Sand Rock, Pa., to Alberton, Md., on account of oversight in publication of rate schedule.

200. Missouri Lead & Zinc Company *v.* Missouri, Kansas & Texas Railway Company. July 15 1907. Refund of overcharge and adjust undercharge on basis of 15 cents per 100 pounds on 2 carloads of refined oil from Erie, Kans., to Joplin, Mo., on account of correction of error in billing made by carrier's agent.

201. Southern Cotton Oil Company *v.* Central of Georgia Railway Company. July 16, 1907. Refund of \$83.94 on 3 carloads of cotton-seed cake from Talbotton, Ga., to Savannah, Ga., for export, on account of excessive rate.

202. Walter Cooper *v.* Northern Pacific Railway Company. July 15, 1907. Refund of \$199.20 on 8 carloads of pine lath from Gordon Siding, Mont., to various destinations on account of application of excessive minimum carload limit.

203. S. A. Foster Lumber Company *v.* Northern Pacific Railway Company, July 15, 1907. Refund of \$125.60 on 11 carloads of pine laths from Gordon Siding, Mont., to various destinations on account of adjustment of minimum carload rates.

204. Romona Oolithic Stone Company *v.* Vandalia Railroad Company. July 15, 1907. Refund of \$53.76 on carload of rough stone from Romona, Ind., to Madison, Wis., on account of excessive through rate.

205. De Camp Brothers and Yule Iron, Coal & Coke Company *v.* Southern Railway Company. July 16, 1907. Refund of \$12.05 on carload of pig iron from Gadsden, Ala., to Orongo, Mo., on account of excessive rate.

206. Pittsburg Plate Glass Company *v.* St. Louis & San Francisco Railroad Company. July 18, 1907. Refund of \$52.18 on carload of plate glass from Valley Park, Mo., to Chicago, Ill., on account of excessive rate.

207. Pittsburg Plate Glass Company *v.* St. Louis & San Francisco Railroad Company. July 15, 1907. Refund of \$3.92 on 2 shipments of glass from Crystal City, Mo., to Kansas City, Mo., on account of excessive through rate.

208. Cloquet Lumber Company *v.* Northern Pacific Railway Company. July 9, 1907. Refund of \$5.23 on carload of lumber from Cloquet, Minn., to Kelley, Iowa, on account of clerical error in publishing tariff schedule.

209. St. John Grain Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. July 17, 1907. Refund of \$9.91½ on carload of rye from Le Sueur, Minn., to Chicago, Ill., on account of excessive through rate.

210. Backus Judd Lumber & Cooperage Company *v.* Minneapolis & St. Louis Railroad Company. July 16, 1907. Refund of \$56.32 on 3 carloads of lumber from Ackley, Minn., to Wallace, S. Dak., and from Westboro, Wis., to Wallace, S. Dak., on account of adjustment of rates to new station.

211. R. A. Walker & Company *v.* Illinois Central Railroad Company. July 12, 1907. Refund of \$277.59 on 6 carloads of leaf tobacco from Kuttawa, Ky., to Clarksville, Tenn., on account of excessive rate.

212. Sterling Lumber Company *v.* Live Oak, Perry & Gulf Railroad Company. July 10, 1907. Refund of \$21.12 on carload of lumber from Dowling Park, Fla., to Atlanta, Ga., on account of excessive rate.

213. Pennsylvania Oil & Supply Company *v.* Chicago, Rock Island & Pacific Railway Company. June 27, 1907. Refund of \$258.74 on shipments of oil from Niotaze, Kans., to Ottumwa, Iowa, Burlington, Iowa, and Rock Island, Ill., on account of excessive through rate.

214. Portsmouth Harbison-Walker Company *v.* Chesapeake & Ohio Railway Company. July 9, 1907. Refund of \$25.58 on carload of fire brick from Fire Brick, Ky., to La Salle, Ill., on account of misrouting by carrier's agent.

215. J. W. Webb & Company *v.* St. Louis & San Francisco Railroad Company. July 15, 1907. Refund of \$54 on carload of snapped corn from Hobart, Okla., to Clarence, La., on account of misrouting by the carrier's agent.

216. T. R. Carrol *v.* Minneapolis & St. Louis Railroad Company. July 15, 1907. Refund of \$16 on shipment of household goods from Osage, Iowa, to Wallace, S. Dak., on account of adjustment of rates to a new station.

217. Craddock-Terry Company *v.* Norfolk & Western Railway Company. August 2, 1907. Refund of \$98.67 on 2 carloads of leather soles from Lynn, Mass., to Lynchburg, Va., on account of excessive rate.

218. C. A. Miller *v.* Chicago & Northwestern Railway Company. July 15, 1907. Refund of \$54.05 on carload of oats from Albion, Nebr., to St. Louis, Mo., on account of misrouting by carrier's agent.

219. Wood, Dickerson & Company *v.* Seaboard Air Line Railway. July 19, 1907. Refund of \$20 on carload of lumber from Vareen, Fla., to Charlestown, W. Va., on account of excessive rate.

220. Lackawanna Steel Company *v.* Buffalo, Rochester & Pittsburg Railway Company. July 23, 1907. Refund of \$603.50 on 21 carloads of steel rails from Buffalo, N. Y., to Jersey City, N. J., on account of clerical error in publishing the tariff schedule.

221. Pioneer Pole & Shaft Company *v.* Vicksburg, Shreveport & Pacific Railway Company. July 27, 1907. Refund of \$5.24 on 2 shipments of hickory poles from Delhi, La., to Piqua, Ohio, on account of misrouting.

222. Little River Lumber Company *v.* Southern Railway Company. July 27, 1907. Refund of \$529.13 on 58 carloads of lumber from Walland, Tenn., to various destinations on account of error in publication of rate schedule.

223. Old Sterling Iron & Mining Company *v.* New York Central & Hudson River Railroad Company. July 25, 1907. Refund of \$2,291.08 on 40 carloads of iron ore from Antwerp, N. Y., to Macungie, Pa., on account of excessive rate.

224. American Radiator Company *v.* Minneapolis & St. Louis Railroad Company. July 22, 1907. Refund of \$68.67 on 4 carloads of cast-iron radiators from Springfield, Ohio, to Minneapolis, Minn., on account of excessive through rate.

225. Barrett Manufacturing Company *v.* Great Northern Railway Company. July 9, 1907. Refund of \$20.80 on 2 carloads of coal from Milwaukee, Wis., to Sandstone, Minn., on account of excessive through rate.

226. National Earth Company *v.* Atlantic Coast Line Railroad Company. July 23, 1907. Refund of \$352.03 on carload of fuller's earth from Salter, S. C., to Greenville, Tex., on account of error in publication of rate schedule.

227. Browne Grain Company *v.* Kansas City Southern Railway Company. July 24, 1907. Refund of \$139.47 on carload of snap corn from Redland, Ind. T., to Lecompte, Fla., on account of excessive charge.

228. Savage Fire Brick Company *v.* Baltimore & Ohio Railroad Company. July 22, 1907. Refund of \$81.93 on carload of fire brick from Hyndman, Pa., to Bagalusa, La., on account of excessive through rate.

229. F. C. Papendick & Company *v.* St. Louis & San Francisco Railroad Company. July 22, 1907. Refund of \$257.86 on 3 carloads of butter and eggs from Harrison, Ark., to St. Louis, Mo., and 3 carloads of butter and eggs from Leslie, Ark., to St. Louis, Mo., on account of error in publication of rate schedule.

230. Whitehall Portland Cement Company *v.* Norfolk & Western Railway Company. July 25, 1907. Refund of \$2.40 on carload of cement from Cementon, Pa., to Russellville, Ala., on account of error in publication of rate schedule.

231. Railway Supply & Manufacturing Company *v.* Southern Railway Company. July 30, 1907. Refund of \$122.82 on shipments of cotton factory sweepings from Gainesville and New Holland, Ga., to Norfolk, Va., on account of excessive charge.

232. Sleepy Eye Milling Company *v.* Illinois Central Railroad Company. July 19, 1907. Refund of \$12.14 on carload of flour in sacks from Sleepy Eye, Minn., to Hammond, La., on account of excessive charge.

233. Frazee Hardware Company *v.* St. Louis & San Francisco Railroad Company. July 23, 1907. Refund of \$22.04 on carload of coal from Lilly, Pa., to Vinita, Ind. T., on account of excessive through rate.

234. Quinn-Marshall Company *v.* Norfolk & Western Railway Company. July 30, 1907. Refund of \$38.94 on 13 carloads of knit goods from Scranton, Pa., to Lynchburg, Va., on account of excessive charge.

235. Fort Smith Commission Company *v.* Union Pacific Railroad Company. July 20, 1907. Refund of \$28.56 on carload of potatoes from Kersey, Colo., to Fort Smith, Ark., on account of misrouting.

236. G. H. Sutherland Company *v.* Oregon Railroad & Navigation Company. August 6, 1907. Refund of \$47.82 on carload of radiators from Detroit, Mich., to Walla Walla, Wash., on account of excessive through rate.

237. J. B. Speed & Company *v.* Southern Railway Company. August 5, 1907. Refund of \$175.70 on 16 carloads of crushed stone from Milltown, Ind., to Pres-tonia, Ky., on account of excessive rate.

238. Payson Smith Lumber Company *v.* Missouri Pacific Railway Company. July 24, 1907. Refund of \$28.38 on carload of lumber from Selkirk, Mo., to Denver, Colo., on account of excessive charge.

239. Phoenix Cotton Oil Company *v.* Fort Smith & Western Railroad Company. July 25, 1907. Refund of \$109.60 on 3 carloads of cotton seed from Prague, Okla., to Memphis, Tenn., on account of excessive through rate.

240. Hartwell Company *v.* Chicago & Alton Railway Company. July 26, 1907. Refund of \$16.19 on 6 carloads of coal from Springfield, Ill., to Pleasant Prairie, Wis., on account of excessive rate.

241. Kurz-Downey Company *v.* Chicago & Northwestern Railway Company. July 24, 1907. Refund of \$155 on 31 carloads of lumber from points on the Ashland, Odanah & Marengo Railway to Chicago, Ill., on account of exaction of unreasonable switching charge.

242. North West Thresher Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. August 1, 1907. Refund of \$5.84 on carload of agricultural implements from Stillwater, Minn., to Atlas, Ohio, on account of excessive charge.

243. Alabama Steel & Wire Company *v.* St. Louis & San Francisco Railroad Company. July 22, 1907. Refund of \$25.08 on carload of wire and staples from Ensley, Ala., to Sabinas, Mexico, on account of misrouting.

244. Michael Kivlighan *v.* Norfolk & Western Railway Company. July 14, 1907. Refund of \$14 on carload of hay from Staunton, Va., to Hunt's Siding, N. C., on account of excessive rate.

245. Kroeger & Fischer *v.* El Paso & Southwestern Railroad Company. July 30, 1907. Refund of \$473.92, on carload of brick from Neodesha, Kans., to Douglas, Ariz., on account of excessive through rate.

246. Simmons Hardware Company *v.* Missouri Pacific Railway Company. July 31, 1907. Refund of \$46.20 on 3 carloads of stove castings from Belleville, Ill., to Valley Park, Mo., on account of excessive charge.

247. In the matter of Absorption of Switching Charges by the Pennsylvania Railroad Company. July 25, 1907. Waiver of collection of switching charges on lumber on account of error in publication of rate schedule.

248. McCullach & Moss Lumber Company *v.* Minneapolis & St. Louis Railroad Company. July 29, 1907. Refund of \$3 on carload of lumber from Duluth, Minn., to Nahon, S. Dak., on account of excessive rate.

249. E. R. & D. C. Kolp *v.* Texas & New Orleans Railroad Company. July 30, 1907. Refund of \$44.80 on carload of corn from Tuttle, Ind. T., to Jacksonville, Tex., on account of error in publication of rate schedule.

250. American Linseed Company *v.* Iowa Central Railway Company. July 29, 1907. Refund of \$23.50 on carload of flaxseed from Gordonsville, Minn., to Des Moines, Iowa, on account of excessive charge.

251. Water Valley Pottery Company *v.* Illinois Central Railroad Company. July 24, 1907. Refund of \$38.40 on shipments of jugs from Water Valley, Ky., to Jackson, Tenn., on account of excessive rate.

252. Baxter Stove Company *v.* Chicago & Northwestern Railway Company. July 25, 1907. Refund of \$34.32 on 3 carloads of stoves from Mansfield, Ohio, to Minneapolis, Minn., on account of excessive through rate.

253. Winona Malting Company *v.* Atchison, Topeka & Santa Fe Railway Company. July 22, 1907. Refund of \$168 on 8 carloads of barley from Chicago, Ill., to City of Mexico, on account of excessive rate.

254. Buckeye Sand Company *v.* Marietta, Columbus & Cleveland Railroad Company. July 30, 1907. Refund of \$495.97 on 13 carloads of molding sand from Vincent, Ohio, to Buffalo, N. Y., on account of error in publication of rate schedule.

255. International Harvester Company *v.* Missouri, Kansas & Texas Railway Company and Chicago, Burlington & Quincy Railway Company. July 24, 1907. Refund of \$5,420.66 on 22 carloads of sisal from Texas City, Tex., to Chicago, Ill., on account of misrouting by carrier's agent.

256. Peerless Transit Line *v.* Chicago & Northwestern Railway Company. July 22, 1907. Refund of \$198.89 on shipments of oil from Chicago, Ill., to Missouri River points on account of error in rate schedule.

257. American Beet Sugar Company *v.* Atchison, Topeka & Santa Fe Railway Company. July 31, 1907. Refund of \$9.68 on carload of soda ash from Detroit, Mich., to Rocky Ford, Colo., on account of excessive rate.

258. Headley Glass Company *v.* Chicago & Eastern Illinois Railroad Company. August 6, 1907. Refund of \$10.71 on carload of empty bottles from Danville, Ill., to Birmingham, Ala., on account of misrouting by carrier's agent.

259. Ohio Hay & Grain Company *v.* Toledo & Ohio Central Railway Company. August 26, 1907. Refund of \$12.54 on carload of corn from Merrill, Ohio, to Prentice, Pa., on account of excessive rate.

260. S. H. Thompson *v.* Minneapolis & E. St. Louis Railroad Company. August 13, 1907. Refund of \$47.01 on carload of butter tubs from Fort Dodge, Iowa, to Redfield, S. Dak., on account of excessive rate.

261. Pacific & Idaho Northern Railway Company *v.* Oregon Short Line Railroad Company. August 24, 1907. Refund of \$59.20 on combination mail and baggage car from Jeffersonville, Ind., to Weiser, Idaho, on account of excessive through mileage rate.

262. McRoy Clay Works *v.* Vandalia Railroad Company. July 24, 1907. Refund of \$171.44 on 4 carloads of brick conduit from Brazil, Ind., to Wildwood, Minn., on account of excessive through rate.

263. Pittsburg Plate Glass Company *v.* St. Louis & San Francisco Railroad Company. August 14, 1907. Refund of \$2.42 on 2 shipments of mirrors from Crystal City, Mo., to Atchison, Kans., on account of misrouting by carrier's agent.

264. M. Seller & Company *v.* Great Northern Railway Company. August 17, 1907. Refund of \$19.38 on carload of stoves from Hannibal, Mo., to Spokane, Wash., on account of excessive through rate.

265. Guilford & Waltersville Granite Company *v.* Baltimore & Ohio Railroad Company. August 27, 1907. Refund of \$166.05 on 15 shipments of paving block from Woodstock, Md., to Wilmington, Del., and 8 similar shipments from Guilford, Md., to Wilmington, Del., on account of excessive rate.

266. Belzoni Oil Company *v.* Southern Railway Company in Mississippi. August 22, 1907. Refund of \$120.90 on 186 bales of cotton linters from Belzoni, Miss., to New Orleans, La., on account of excessive rate.

267. Belzoni Oil Company *v.* Southern Railway Company in Mississippi. August 22, 1907. Refund of \$252.80 on 632 bales of cotton from Belzoni, Miss., to New Orleans, La., on account of excessive rate.

268. Chaffin Coal Company *v.* Illinois Central Railroad Company. August 19, 1907. Refund of \$54.82 on carload of coal from Centralia, Ill., to Cedar Rapids, Iowa, on account of excessive rate.

269. Nobles Brothers Grocer Company *v.* Pecos Valley & Northeastern Railway Company. August 17, 1907. Refund of \$25.40 on carload of sugar from New Orleans, La., to Plainview, Tex., on account of excessive rate.

270. G. P. McNear *v.* Southern Pacific Company. August 2, 1907. Refund of \$91.11 on 2 carloads of poultry food from Chicago, Ill., and 3 carloads of corn from various points in Nebraska, destined to Petaluma, Cal., on account of being misrouted by carrier's agent.

271. The Margolius Company *v.* Seaboard Air Line Railway. August 22, 1907. Refund of \$188.66 on shipment of bagging from Norfolk, Va., to Shreveport, La., on account of excessive rate.

272. E. J. Hoover *v.* Chesapeake & Ohio Railway Company. August 7, 1907. Refund of \$41.76 on 2 carloads of lumber from Durbin, W. Va., to Kinkora, N. J., on account of error in publication of rate schedule.

273. T. R. Troendle Coal Company *v.* Illinois Central Railroad Company. September 20, 1907. Refund of \$414.60 on 6 carloads of coal from Jackson, Miss., to New Orleans, La., on account of excessive rate.

274. Hostler Coal & Coke Company *v.* Chicago, Rock Island & Pacific Railway Company. August 8, 1907. Refund of \$9.14 on carload of coal from Herrin, Ill., to Pipestone, Minn., on account of excessive through rate.

275. Wire & Cable Company *v.* Hudson Navigation Company. August 14, 1907. Refund of \$71.92 on 2 carloads of wire from Bayway, N. J., to Montreal, Canada, on account of excessive rate.

276. Paper Calmenson & Company *v.* Great Northern Railway Company. August 22, 1907. Refund of \$7.36 on carload of scrap iron from Sioux City, Iowa, to St. Paul, Minn., on account of excessive minimum carload charge.

277. T. H. Garret Lumber Company *v.* St. Louis & San Francisco Railroad Company. August 21, 1907. Refund of \$1.73 on shipment of lumber from Tully, La., to Grand Rapids, Mich., on account of misrouting by carrier's agent.

278. Tileston Milling Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. August 21, 1907. Refund of \$13.91 on carload of flour from St. Cloud, Minn., to Chicago Heights, Ill., on account of excessive rate.

279. Willard Ditch *v.* Galveston, Harrisburg & San Antonio Railway Company. August 21, 1907. Refund of \$143 on 5 shipments of cattle and 2 mixed

shipments of cattle and hogs from San Antonio, Tex., to Morgan City, La., on account of excessive rate.

280. Ohio Cultivator Company *v.* St. Louis & San Francisco Railroad Company. August 21, 1907. Refund of \$108.67 on mixed car of agricultural implements from Bellevue, Ohio, to Temple, Tex., on account of misrouting by carrier's agent.

281. Lebow & Company *v.* Norfolk & Western Railway Company. August 8, 1907. Refund of \$31.34 on carload of scrap iron from Bluefield, W. Va., to Pittsburg, Pa., on account of excessive rate.

282. Dover Manufacturing Company *v.* Pennsylvania Lines West of Pittsburg. August 13, 1907. Refund of \$2.50 on shipment of household goods from Canal Dover, Ohio, to Beloit, Wis., on account of excessive through rate.

283. Zeigler Coal Company *v.* Chicago, Rock Island & Pacific Railway Company. August 8, 1907. Refund of \$34.40 on 2 shipments of coal from Zeigler, Ill., to Pipestone, Minn., on account of excessive through rate.

284. Sprague, Warner & Company *v.* Atchison, Topeka & Santa Fe Railway Company. July 23, 1907. Refund of \$147 on carload of rice from El Campo, Tex., to Chicago, Ill., on account of excessive through rate.

285. Buckeye Iron & Brass Works *v.* Yazoo & Mississippi Valley Railroad Company. July 24, 1907. Refund of \$2.14 on shipment of scrap brass from Clarksdale, Miss., to Dayton, Ohio, on account of misrouting by carrier's agent.

286. W. P. Devereaux Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. August 23, 1907. Refund of \$6.04 on 2 shipments of hay from Baldwin, Wis., to Peru, Ill., on account of misrouting by carrier's agent.

287. McNeil & Son, *v.* Chicago, Burlington & Quincy Railway Company. August 6, 1907. Refund of \$76 on 2 carloads of cement from Iola, Kans., to Council Bluffs, Iowa, on account of excessive rate.

288. P. H. Jackson & Company *v.* Atchison, Topeka & Santa Fe Railway Company. September 5, 1907. Refund of \$564.09 on 3 carloads of vault-light glass from Bellaire, Ohio, to San Francisco, Cal., on account of excessive rate.

289. El Campo Rice Milling Company *v.* Atchison, Topeka & Santa Fe Railway System. September 6, 1907. Refund of \$147 on carload of rice from El Campo, Tex., to Chicago, Ill., on account of excessive rate.

290. Killian Firebrick Company *v.* Southern Railway Company. August 8, 1907. Refund of \$85.39 on 3 shipments of brick from Killian, S. C., to Savannah, Ga., on account of error in publication of rate schedule.

291. American Tobacco Company *v.* Southern Railway Company. September 14, 1907. Refund of \$126.85 on shipment of tobacco from Durham, N. C., to Denver, Colo., on account of error in publication of tariff schedule.

292. In the Matter of Relief of the Agent of the Illinois Central Railroad Company at New Orleans, La. August 23, 1907. Refund of \$6.36 on account of error in assessing freight charges.

293. Coffeyville Mercantile Company *v.* Missouri, Kansas & Texas Railway Company. October 5, 1907. Refund of \$32.60 on shipment of canned oysters from New Orleans, La., to Coffeyville, Kans., on account of excessive through rate.

294. Kahn Brothers *v.* Pennsylvania Railroad Company. September 16, 1907. Refund of \$88.55 on 2 shipments of zinc dross from New York City, N. Y., to Pulaski, Va., on account of excessive rate.

295. William Volker & Company *v.* Missouri, Kansas & Texas Railway Company. September 24, 1907. Refund of \$12.93 on carload of wooden curtain poles from Paducah, Ky., to Kansas City, Mo., on account of error in publication of tariff schedule.

296. Southern Cypress Manufacturers' Association *v.* Morgan's Louisiana & Texas Railroad & Steamship Company. September 24, 1907. Refund of \$35.16 on carload of steel car trucks from Detroit, Mich., to Chacaboula, La., on account of excessive rate.

297. Cloquet Lumber Company *v.* Northern Pacific Railway Company. September 19, 1907. Refund of \$252.09 on 47 carloads of lumber from Cloquet, Minn., to Duluth, Minn., destined for North Tonawanda, N. Y., on account of oversight in publication of proportional rate on shipments consigned to Lake Michigan and Lake Erie ports.

298. Union Match Company *v.* Great Northern Railway Company. September 3, 1907. Refund of \$33.71 on shipment of matches from Duluth, Minn., to Lincoln, Nebr., on account of excessive rate.

299. D. C. Heath & Company *v.* Baltimore & Ohio Railroad Company. September 18, 1907. Refund of \$46.58 on shipment of school books from Norwood Central, Mass., to Chicago, Ill., on account of excessive rate.

300. Southern Cotton Oil Company *v.* Morgan's Louisiana & Texas Railroad & Steamship Company. September 24, 1907. Refund of \$143.76 on 3 shipments of cotton-seed oil from Jacksboro, Tex., to Gretna, La., on account of excessive rate.

301. Sumter Lumber Company *v.* Alabama Great Southern Railroad Company. September 20, 1907. Refund of \$8.76 on carload of yellow pine laths from Hixon, Ala., to Elhara, Ind., on account of excessive rate.

302. Sellmeyer Mercantile Company *v.* St. Louis & San Francisco Railroad Company. September 24, 1907. Refund of \$6.96 on carload of fence posts from Chester, Ark., to Conway Springs, Kans., on account of misrouting by carrier's agent.

303. F. B. Fisk Cotton Company *v.* Mobile & Ohio Railroad Company. September 24, 1907. Refund of \$370.35 on 5 carloads of cotton from Montgomery, Ala., to Kobe, Japan, on account of adjustment of proportional rate.

304. Trinity River Lumber Company *v.* Gulf, Colorado & Sante Fe Railway Company. September 24, 1907. Refund of \$11.38 on carload of lumber from Beach, Tex., to Ravenswood, Ill., on account of excessive rate.

305. J. M. Wilson *v.* Chicago, Burlington & Quincy Railway Company. September 12, 1907. Refund of \$405.42 on 27 carloads of sheep from Clearmont, Wyo., to Chicago, Ill., Kansas City and St. Joseph, Mo., on account of excessive feeding-in-transit rate.

306. Acme Cement Plaster Company *v.* Pecos Valley Lines. September 24, 1907. Refund of \$116.72 on shipments of cement plaster from Acme, N. Mex., to Roswell, N. Mex., on account of excessive rate.

307. Obear Nester Glass Company *v.* Missouri, Kansas & Texas Railway Company. September 24, 1907. Refund of \$201.56 on 8 carloads of sand from Klondike, Mo., to Kansas City, Mo., on account of error in publication of rate schedule.

308. Ryan & Newton Company et al. *v.* Oregon Railroad & Navigation Company. October 1, 1907. Refund of various amounts set forth in the order on shipments of strawberries by parties named from Hood River, Oreg., to points in North Dakota, Montana, Minnesota, and Manitoba, in order to adjust rates exacted through misunderstanding before legal notice had been given.

309. McCloud River Lumber Company *v.* Southern Pacific Company. October 1, 1907. Refund of \$12 on carload of lumber from Upton, Cal., to Oshkosh, Wis., on account of adjustment of minimum carload weight.

310. Hartman Furniture & Carpet Company *v.* Iowa Central Railway Company. October 1, 1907. Refund of \$18 on a shipment of furniture from Shelbyville, Ind., to Minneapolis, Minn., on account of excessive through rate.

311. W. S. Nicholson Company *v.* Chicago, Burlington & Quincy Railroad Company. October 1, 1907. Refund of \$18 on 9 carloads of grain from Kansas City, Mo., to Chicago, Ill., to La Crosse, Wis., to Pipestone, Minn., to New London, Minn., to Foley, Minn., on account of adjustment of excessive switching charge.

312. Cleveland Worsted Mills *v.* Vandalia Railroad Company. September 27, 1907. Refund of \$31.08 on 3 shipments of wool from South Bend, Kewanna, and Grass Creek, Ind., to Cleveland, Ohio, on account of excessive rate.

313. Chernyk Iron & Metal Company *v.* Chicago Great Western Railway Company. October 1, 1907. Refund of \$13.42 on carload of scrap iron from Marshalltown, Iowa, to Chicago, Ill., on account of excessive rate.

314. H. R. Gardner *v.* Minneapolis & St. Louis Railroad Company. October 1, 1907. Refund of \$41.55 on 3 shipments of lumber from Cotton, Wis., to Brentford, S. Dak., on account of excessive rate.

315. J. H. Mims *v.* Gulf, Colorado & Sante Fe Railway Company. October 30, 1907. Refund of \$149.60 on 11 carloads of cattle from Seymour, Tex., by way of Cleburne, Tex., to National Stock Yards, Ill., on account of oversight in publication of rate schedule.

316. Wogan Brothers *v.* New Orleans & Northeastern Railroad Company. September 30, 1907. Refund of \$36.22 on carload of sugar from New Orleans, La., to New Richland, Minn., on account of oversight in publication of rate schedule.

317. J. R. Beggs & Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. October 1, 1907. Refund of \$9 on carload of potatoes from Cameron, Wis., to Oklahoma City, Okla., on account of excessive rate.

318. Withington & Cooley Manufacturing Company *v.* Kansas City Southern Railway Company. September 30, 1907. Refund of \$47.30 on carload of hand implements from Jackson, Mich., to Fort Smith, Ark., on account of error in publication of rate schedule.

319. Denlinger Coal & Ice Company *v.* Oregon Short Line Railroad Company. September 18, 1907. Refund of \$198.69 on 2 carloads of coal from Coalville, Utah, to Idaho Falls, Idaho, on account of excessive rate.

320. J. E. Glover & Sons *v.* Texas Southern Railway Company. October 1, 1907. Refund of \$82.35 on carload of staves from Graceton, Tex., to New Orleans, La., on account of excessive through rate.

321. McGowan Brothers *v.* Northern Pacific Railway Company. September 9, 1907. Refund of \$65 on 3 carloads of wagons from Winona, Minn., to Spokane, Wash., on account of excessive through rate.

322. Rudge & Guenzel Company *v.* Southern Railway Company. October 4, 1907. Refund of \$31.44 on carload of furniture from High Point, N. C., to Lincoln, Nebr., on account of misrouting by carrier's agent.

323. Milne Lumber Company *v.* St. Louis & San Francisco Railroad Company. October 2, 1907. Refund of \$14.40 on carload of posts from Washburn, Mo., to Mahaska, Kans., on account of excessive through rate.

324. Steele-Wedeles Company *v.* Atchison, Topeka & Santa Fe Railway Company. October 3, 1907. Refund of \$147 on carload of rice from El Campo, Tex., to Chicago, Ill., on account of excessive rate.

325. McCulloch & Moss Lumber Company *v.* Northern Pacific Railway Company. October 4, 1907. Refund of \$1 on shipment of cedar poles from Black Duck, Minn., to Haskins, Iowa, on account of oversight in the publication of tariff.

326. Cypress Selling Company *v.* Morgan's Louisiana & Texas Railroad & Steamship Company. October 4, 1907. Refund of \$15.88 on carload of lumber from Ramos, La., to Birmingham, Ala., on account of misrouting by carrier's agent.

327. Pennsylvania Steel Company *v.* Chicago & Northwestern Railway Company. September 18, 1907. Refund of \$410.02 on 5 carloads of railway material and supplies from Steelton, Pa., to Sioux City, Iowa, on account of excessive charges.

328. Columbus Buggy Company *v.* Hocking Valley Railroad Company. September 16, 1907. Refund of \$32.40 on shipment of buggies from Columbus, Ohio, to Minneapolis, Minn., on account of excessive through rate.

329. Huntsville Lumber Company *v.* Southern Railway Company. September 18, 1907. Refund of \$34.51 on shipment of lumber from Decatur, Ala., to Burlington, N. J., on account of excessive rate.

330. In the Matter of the Relief of Agent of Chicago, St. Paul, Minneapolis & Omaha Railway. September 11, 1907. Refund of \$4 on shipment of agricultural implements from Stillwater, Minn., to Fay, Okla., on account of the application of excessive rate.

331. Northwestern Consolidated Milling Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway. September 18, 1907. Refund of \$17.84 on 2 shipments of flour from Minneapolis, Minn., to Menominee, Mich.

332. Mohawk Mining Company *v.* Duluth, South Shore & Atlantic Railway Company. October 7, 1907. Refund of \$144.85 on 5 carloads of machinery from Milwaukee, Wis., to Mohawk, Mich., on account of excessive through rate.

333. Marshall-Wells Hardware Company *v.* Wisconsin Central Railway Company. September 5, 1907. Refund of \$15 on carload of barn-door hangers from Chicago, Ill., to Duluth, Minn., on account of misrouting by carrier's agent.

334. C. H. Young & Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. September 10, 1907. Refund of \$33.40 on 2 carloads of stone from Bedford, Ind., to St. Paul, Minn., on account of excessive through rate.

335. J. R. Beggs & Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. September 4, 1907. Refund of \$19.98 on car of potatoes from Rush City, Minn., to Springfield, Ill., on account of misrouting by carrier's agent.

336. Fowler & Pay *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. September 17, 1907. Refund of \$2 on shipment of lime from Duluth, Minn., to Minnesota Transfer, Minn., on account of misrouting by carrier's agent.

337. Sprague, Warner & Company *v.* Atchison, Topeka & Santa Fe Railway Company. July 23, 1907. Refund of \$147 on carload of rice from El Campo, Tex., to Chicago, Ill., on account of excessive through rate.

338. C. B. Fox *v.* Morgan's Louisiana & Texas Railroad & Steamship Company. September 19, 1907. Refund of \$259.01 on 6 cars of cotton seed from Longview Junction, Tex., to New Orleans, La., destined for export, on account of excessive rate.

339. Bemis Omaha Bag Company *v.* Illinois Central Railroad Company. October 28, 1907. Refund of \$51.73 on 8 mixed carloads of waste and bagging from Jackson, Tenn., to Omaha, Nebr., on account of error in publication of rate schedule.

340. Foster Lumber Company *v.* Chicago, Rock Island & Pacific Railway Company. September 11, 1907. Refund of \$24.66 on shipments of lumber from Cabool, Mo., to Burlington, Colo., Stratton, Kanorado, and Goodland, Kans., on account of excessive through rate.

341. McGowan Brothers *v.* Great Northern Railway Company. September 9, 1907. Refund of \$56.47 on carload of wagons from Winona, Minn., to Spokane, Wash., on account of excessive through rate.

342. Roydhouse, Arey & Company *v.* Pennsylvania Railroad Company. October 15, 1907. Refund of \$31.43 on contractor's outfit from Atlantic City, N. J., to Philadelphia, Pa., on account of misrouting by carrier's agent.

343. Cochrane Chemical Company *v.* Boston & Maine Railroad. September 30, 1907. Refund of \$75.60 on 2 carloads of sulphate of alumina from Boston, Mass., to East Angus, Quebec, on account of excessive rate.

344. Paolet Manufacturing Company *v.* Southern Railway Company. September 19, 1907. Refund of \$20.85 on shipment of cotton-mill sweepings from New Holland, Ga., to Lowell, Mass., on account of excessive rate.

345. New Orleans Acid & Fertilizer Company *v.* Morgan's Louisiana & Texas Railroad & Steamship Company. September 30, 1907. Refund of \$35 on carload of fertilizer from New Orleans, La., to Stamps, Ark., on account of excessive rate.

346. Denison Cotton Mills Company *v.* Galveston, Harrisburg & San Antonio Railway Company. September 19, 1907. Refund of \$188.08 on shipment of bagging from Denison, Tex., to Stockton, Cal., on account of excessive rate.

347. Kellog-Birge Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. September 30, 1907. Refund of \$151.73 on 4 carloads of potatoes from Beaver Creek, Minn., to Keokuk, Iowa, on account of misrouting by carrier's agent.

348. Frick Reid Supply Company *v.* Missouri Pacific Railway Company. October 4, 1907. Refund of \$31.68 on shipment of rails from Nowata, Ind. T., to Coffeyville, Kans., on account of misshipment by carrier's agent.

349. C. R. Rank & Company *v.* Chicago, Milwaukee & St. Paul Railway Company. September 30, 1907. Refund of \$4.78 on carload of hay from Langdon, Minn., to St. Louis, Mo., on account of misrouting by carrier's agent.

350. Griffin Wheel Company *v.* Chicago & Northwestern Railway Company. September 24, 1907. Refund of \$60.83 on 2 carloads of railway material and supplies from Chicago, Ill., to St. Paul, Minn., on account of excessive rate.

351. Superior Manufacturing Company *v.* Minneapolis & St. Louis Railway Company. October 11, 1907. Refund of \$3.40 on carload of lime from Superior, Wis., to Hopkins, Minn., on account of excessive rate.

352. American Car & Foundry Company *v.* New York Central & Hudson River Railroad Company. October 5, 1907. Refund of \$382.12 on 30 carloads of structural iron from East Buffalo, N. Y., to Berwick, Pa., on account of excessive rate.

353. Magill & Company *v.* Northern Pacific Railway Company. October 5, 1907. Refund of \$2.06 on carload of potatoes from Hawley, Minn., to Fargo, N. Dak., on account of excessive minimum carload rate.

354. Benjamin Iron & Steel Company *v.* Delaware, Lackawanna & Western Railroad Company. October 3, 1907. Refund of \$25.41 on carload of scales from Cortland, N. Y., to Corning, N. Y., on account of excessive rate.

355. Pennsylvania Salt Manufacturing Company *v.* Michigan Central Railroad Company. October 3, 1907. Refund of \$21.45 on carload of bleach powder from Wyandotte, Mich., to Kimberly, Wis., on account of excessive through rate.

356. Coulson Poultry & Stock Food Company *v.* Southern Pacific Company. October 2, 1907. Refund of \$28 on carload of bulk corn from Huntley, Nebr., to Petulama, Cal., on account of excessive rate.

357. Bayou City Rice Mills *v.* Atchison, Topeka & Santa Fe Railway System. September 24, 1907. Refund of \$549.78 on 3 shipments of rice from Houston, Tex., to Chicago, Ill., on account of misrouting by carrier's agent.

358. Empire Steel & Iron Company *v.* Philadelphia & Reading Railway Company. October 1, 1907. Refund of \$74.24 on 2 carloads of coal dust from Reading, Pa., to Oxford, N. J., on account of excessive rate.

359. E. A. Jackson *v.* Atlantic Coast Line Railroad Company. October 2, 1907. Refund of \$277.21 on 7 carloads of shingles from Iron City, Ga., to Quincy, Fla., on account of excessive rate.

360. Lunham & Moore *v.* Old Dominion Steamship Company. September 7, 1907. Refund of \$295.20 on shipment of cotton from New York, N. Y., to Conyers, Ga., on account of excessive rate.

361. American Car & Foundry Company *v.* Missouri Pacific Railway Company. September 27, 1907. Refund of \$20,190 on shipment of 300 new box cars from Madison, Ill., to Laredo, Tex., on account of oversight in publication of rate schedule.

362. General Chemical Company *v.* New York Central & Hudson River Railroad Company. September 27, 1907. Refund of \$44.80 on 3 shipments of import nitrate of soda from Weehawken, N. J., to East Buffalo, N. Y., on account of excessive rate.

363. American Metals Company *v.* Atchison, Topeka & Santa Fe Railway Company. September 9, 1907. Refund of \$180 on 6 carloads of lead ore from Las Cruces, N. Mex., to Denning, N. Mex., on account of excessive rate.

364. The Albert Dickinson Company *v.* St. Joseph & Grand Island Railway Company. November 18, 1907. Refund of \$117.81 on 2 carloads of millet seed from Axtell, Kans., to Minneapolis, Minn., on account of excessive through rate.

365. Lawrenceville Brick & Tile Company *v.* Southern Railway Company. September 24, 1907. Refund of \$37.95 on 2 carloads of brick from Lawrenceville, Va., to Warrenton, N. C., on account of misrouting by carrier's agent.

366. Deere & Webber Company *v.* Pennsylvania Railroad Company. September 16, 1907. Refund of \$273 on 8 carloads of cream separators from West Chester, Pa., to Minneapolis, Minn., on account of excessive rate.

367. Louisiana Red Cypress Company *v.* Morgan's Louisiana & Texas Railroad & Steamship Company. September 9, 1907. Refund of \$56.56 on 4 cars of shingles from Morgan City and Chacahoula, La., to Birmingham, Ala., on account of misrouting by carrier's agent.

368. Republic Mining & Manufacturing Company *v.* Southern Railway Company. October 3, 1907. Refund of \$237.04 on 18 shipments of bauxite ore from Rock Run, Ala., to Philadelphia, Pa., on account of clerical error in publication of rate schedule.

369. Amarillo Ice & Cold Storage Company *v.* Pecos Valley & Northeastern Railway Company. September 30, 1907. Refund of \$135.17 on 3 carloads of fuel oil from Chanute, Kans., to Amarillo, Tex., on account of an error in publication of rate schedule.

370. W. W. Wheeler *v.* Canadian Pacific Railway Company. September 30, 1907. Refund of \$57.56 on 2 carloads of lumber from Calumet, Quebec, to Boston, Mass., on account of mistakes of carrier's agent in way-billing.

371. McCloud River Lumber Company *v.* Southern Pacific Company. September 26, 1907. Refund of \$9 on carload of lumber from Upton, Cal., to Wheaton, Kans., on account of adjustment of minimum carload weight.

372. W. S. Knight & Company *v.* Atchison, Topeka & Santa Fe Railway Company. July 23, 1907. Refund of \$147 on carload of rice from El Campo, Tex., to Chicago, Ill., on account of excessive through rate.

373. Cutshall & Flagg *v.* Indianapolis Southern Railroad Company. October 1, 1907. Refund of \$29.33 on shipment of cinders from Caledonia, Ind., to Robinson, Ill., on account of excessive rate.

374. Mount Vernon Car Manufacturing Company *v.* Southern Railway Company. October 5, 1907. Refund of \$7.86 on carload of lumber from Greenville, Mo., to Mount Vernon, Ill., on account of excessive rate.

375. Carlsbad Manufacturing Company *v.* Galveston, Harrisburg & San Antonio Railway Company. October 7, 1907. Refund of \$0.40 on one case of merchandise from Seguin, Tex., to Nashville, Tenn., on account of misrouting by carrier's agent.

376. J. W. Anderson *v.* Alabama Great Southern Railway Company. October 5, 1907. Refund of \$361.54 on 3 shipments of ingot molds from Pittsburg,

Pa., to Alabama City, Ala., on account of an error in publication of rate schedule.

377. Fruit Growers' Express *v.* Southern Pacific Company. October 7, 1907. Refund of \$493.52 on 10 carloads of ice from Coachella, Cal., to Yuma, Ariz., on account of oversight in publication of rate schedule.

378. American Timber Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. October 7, 1907. Refund of \$5 on carload of lumber from Granite Falls, Wash., to Minnesota Transfer, Minn., on account of misshipping.

379. Goodlander-Robinson Lumber Company *v.* Union Pacific Railroad Company. October 4, 1907. Refund of \$51.52 on shipment of lumber from Pine Bluff, Ark., to Butte, Mont., on account of excessive through rate.

380. Greif Brothers *v.* Toledo, St. Louis & Western Railroad Company. October 8, 1907. Refund of \$12.96 on carload of staves from Kalaida, Ohio, to Joliet, Ill., on account of misrouting by carrier's agent.

381. Greiner & Corning *v.* Great Northern Railway Company. October 8, 1907. Refund of \$12 on carload of brick from Chaska, Minn., to Aberdeen, S. Dak., on account of excessive rate.

382. Channellene Oil & Manufacturing Company *v.* Atchison, Topeka & Santa Fe Railway Company. October 8, 1907. Refund of \$50.03 on carload of fuel oil from Caney, Kans., to Kansas City, Mo., on account of error in publication of rate schedule.

383. Otto L. Kuehn & Brother *v.* Chesapeake & Ohio Railway Company. October 8, 1907. Refund of \$57.19 on shipment of fish from Newport News, Va., to Sioux City, Iowa, on account of misrouting by carrier's agent.

384. William Hughes *v.* Mallory Steamship Company. October 9, 1907. Refund of \$90 on carload of jute waste from Brooklyn, N. Y., to Dallas, Tex., on account of excessive rate.

385. Landers-Morrison-Christenson Company *v.* Minneapolis & St. Louis Railroad Company. October 9, 1907. Refund of \$217.50 on 145 carloads of wall plaster from Fort Dodge, Iowa, to Minneapolis, Minn., on account of excessive switching charge.

386. Theodore Hofeller & Company *v.* New York, Chicago & St. Louis Railroad Company. October 3, 1907. Refund of \$19.44 on carload of waste paper from Buffalo, N. Y., to Kimberly, Wis., on account of excessive rate.

387. Bayou City Rice Mills *v.* Gulf, Colorado & Santa Fe Railway Company, October 10, 1907. Refund of \$26.70 on shipment of rice from Houston, Tex., to Chicago, Ill., on account of excessive rate.

388. Joyce-Pruitt Company *v.* Pecos Valley & Northeastern Railway Company. October 10, 1907. Refund of \$62.84 on shipment of watermelons from San Antonio, Tex., to Carlsbad, N. Mex., on account of excessive rate.

389. Fear Campbell Company *v.* United States Express Company. October 12, 1907. Refund of \$17.11 on 5 shipments of poultry from Tipton, Ind., to New York, N. Y., on account of excessive rate.

390. C. V. Pustau *v.* Great Northern Steamship Company. October 14, 1907. Refund of \$2,358.29 on 4 shipments of firecrackers from Hongkong, China, to overland points in the United States on account of excessive rate.

391. Jacot & Mullen *v.* Delaware, Lackawanna & Western Railroad Company. October 14, 1907. Refund of \$44.92 on carload of clover seed from New York, N. Y., to Lexington, Ky., on account of excessive rate.

392. Anheuser-Busch Brewing Association *v.* Chicago, Burlington & Quincy Railroad Company. October 10, 1907. Refund of \$83.83 on 4 shipments of beer from St. Louis, Mo., to Huron, S. Dak., on account of excessive rate.

393. Rockwell Brothers Lumber Company and Kemp Lumber Company *v.* Eastern Railway Company of New Mexico. October 9, 1907. Refund of \$194.60 on 4 carloads of lumber from Trabue and Carthage, Tex., to Portales, N. Mex., on account of error in publication of rate schedule.

394. Atlanta Mining & Clay Company *v.* Seaboard Air Line Railway. October 10, 1907. Refund of \$91.12 on carload of clay from Dry Branch, Ga., to Philadelphia, Pa., on account of misrouting by carrier's agent.

395. Dixon Fagerberg *v.* Santa Fe, Prescott & Phoenix Railway Company. October 9, 1907. Refund of \$28.65 on shipment of potatoes from Los Angeles, Cal., to Prescott, Ariz., on account of excessive rate.

396. Allen-Wright Furniture Company (Limited) *v.* Oregon Short Line Railroad Company. September 30, 1907. Refund of \$272 on shipment of furniture from Chicago, Ill., to Boise, Idaho, on account of adjustment of carload basis.

397. Ohlemacher Brick Company *v.* Michigan Central Railroad Company. October 11, 1907. Refund of \$19.62 on 2 carloads of brick from Michigan City, Ind., to Niles, Mich., on account of error in publication of rate schedule.

398. Gloyd Lumber Company *v.* Missouri, Kansas & Texas Railway Company. October 14, 1907. Refund of \$107.40 on 12 carloads of zinc tailings from Joplin, Mo., to Kansas City, Mo., on account of excessive rate.

399. William Buchanan *v.* St. Louis Southwestern Railway Company. October 14, 1907. Refund of \$15 on carload of yellow pine lumber from Minden, La., to Vincennes, Ind., on account of misrouting by carriers' agent.

400. R. A. & J. J. Williams *v.* Western Maryland Railroad Company. October 11, 1907. Refund of \$21.44 on carload of lumber from Hambleton, W. Va., to Scranton, Pa., on account of misrouting by carrier's agent.

401. Tuthill Spring Company *v.* Chicago, Burlington & Quincy Railroad Company. October 11, 1907. Refund of \$23.60 on 18 shipments of wagon springs from Chicago, Ill., to St. Louis, Mo., on account of excessive rate.

402. California Canneries Company *v.* Atchison, Topeka & Santa Fe Railway System. October 15, 1907. Refund of \$92 on shipment of canned goods from San Francisco, Cal., to Estancia, N. Mex., on account of misrouting by carrier's agent.

403. Tacoma Mill Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company, October 11, 1907. Refund of \$12.45 on shipment of lumber from Tacoma, Wash., to La Crosse, Wis., on account of excessive rate.

404. Morello Brothers *v.* Atchison, Topeka & Santa Fe Railway Company, October 16, 1907. Refund of \$41.20 on carload of whisky from Louisville, Ky., to Gallup, N. Mex., on account of excessive rate.

405. Meinrath Brokerage Company *v.* Missouri Pacific Railway Company. October 16, 1907. Refund of \$121.25 on 2 carloads of sugar from Sugar City, Colo., to Springfield, Mo., on account of oversight in publication of rate schedule.

406. Texas Grain & Elevator Company *v.* Missouri, Oklahoma & Gulf Railway Company. December 10, 1907. Refund of \$67.64 on carload of corn from Council Hill, Ind. T., to Galveston, Tex., on account of misrouting by carrier's agent.

407. Lebanon Paper Company *v.* Southern Pacific Company. October 17, 1907. Refund of \$572.18 on 4 carloads of straw wrapping paper from Lebanon, Oreg., to Oakland, Cal., on account of excessive rate.

408. F. S. Hendrickson Lumber Company *v.* Missouri Pacific Railway Company. October 15, 1907. Refund of \$7.07 on carload of lumber from Vian, Ind. T., to Chicago, Ill., on account of misrouting by carrier's agent.

409. F. S. Hendrickson Lumber Company *v.* Missouri Pacific Railway Company. October 15, 1907. Refund of \$8.50 on carload of lumber from Vian, Ind. T., to Chicago, Ill., on account of misrouting by carrier's agent.

410. F. S. Hendrickson Lumber Company *v.* Missouri Pacific Railway Company. October 15, 1907. Refund of \$7 on carload of lumber from Vian, Ind. T., to Chicago, Ill., on account of misrouting by carrier's agent.

411. F. S. Hendrickson Lumber Company *v.* Missouri Pacific Railway Company. October 16, 1907. Refund of \$9.20 on carload of lumber from Vian, Ind. T., to Chicago, Ill., on account of misrouting by carrier's agent.

412. John Wahl Commission Company *v.* Missouri Pacific Railway Company. October 16, 1907. Refund of \$64.37 on shipment of pig lead from Joplin, Mo., to New Orleans, La., on account of excessive through rate.

413. Wire & Cable Company *v.* Hudson Navigation Company. October 18, 1907. Refund of \$63.91 on 2 carloads of wire from Bayway, N. J., to Montreal, Canada, on account of excessive rate.

414. Cole-Hatcher-Hampton Company *v.* Toledo, St. Louis & Western Railroad Company. October 18, 1907. Refund of \$20.80 on carload of fruit jars from Swayzee, Ind., to Columbus, Ga., on account of misrouting by carrier's agent.

415. Updike Grain Company *v.* Missouri Pacific Railway Company. October 14, 1907. Refund of \$94 on 47 cars of grain from various points to Omaha, Nebr., on account of unreasonable switching charge.

416. Alta Beet Sugar Company *v.* Southern Pacific Company. October 16, 1907. Refund of \$480 on 2 shipments of sugar from Hamilton, Cal., to Kansas City, Mo., and Minneapolis, Minn., on account of excessive rate.

417. Union Oil Company of California *v.* Southern Pacific Company. October 16, 1907. Refund of \$526.34 on 2 shipments of crude oil from Los Angeles, Cal., to Kelvin, Ariz., on account of excessive rate.

418. Henry Levis & Company *v.* Southern Railway Company. October 19, 1907. Refund of \$97.35 on shipment of rails and splice bars from Plainville, Vt., to Salisbury, N. C., on account of excessive charge.

419. Gulf Refining Company *v.* Morgan's Louisiana & Texas Railroad & Steamship Company. October 22, 1907. Refund of \$348.11 on 2 shipments of lubricating oil from West Port Arthur, Tex., to Cincinnati, Ohio, on account of excessive through rate.

420. F. G. Smith & Company *v.* Galveston, Harrisburg & San Antonio Railway Company. October 22, 1907. Refund of \$83.09 on 50 bales of cotton linters from McKinney, Tex., to Houston, Tex., to be reconsigned to Tacoma, Wash., on account of excessive rate.

421. Gilmer Brothers Company (Incorporated) *v.* Norfolk & Western Railway Company. October 23, 1907. Refund of \$5.70 on shipment of sheeting from Greenville, S. C., to Los Angeles, Cal., on account of misrouting by carrier's agent.

422. United States Steel Products Export Company *v.* Pennsylvania Railroad Company. October 21, 1907. Refund of \$1,251.75 on 13 shipments of steel rails from Bessemer, Pa., to Baltimore, Md., and thence reshipped to New York for export, on account of excessive reconsignment charge.

423. Hamilton & Connell *v.* Pecos Valley & Northeastern Railroad Company. October 22, 1907. Refund of \$616 on 40 shipments of cattle from Plainview, Tex., to Rosalia, Kans., on account of excessive rate.

424. The Texas Company *v.* Kansas City Southern Railway Company. October 3, 1907. Refund of \$176.82 on 23 carloads of asphalt from Port Arthur, Tex., to Rosedale, Mo., on account of excessive rate.

425. General Chemical Company *v.* Central Railroad Company of New Jersey. October 25, 1907. Refund of \$46.57 on 3 carloads of acid from Constable Hook, N. J., to Thompsons Point, N. J., on account of oversight in publication of rate schedule.

426. J. D. Skinner et al. *v.* Wells, Fargo and Company Express. October 25, 1907. Refund of \$118.70 on 16 shipments of peaches from Excelsior, Ark., to Kansas City, Mo., on account of excessive rate.

427. Raeford Power & Manufacturing Company *v.* Aberdeen & Rockfish Railroad Company. October 17, 1907. Refund of \$112.87 on 4 shipments of yarn from Aberdeen, N. C., to Greenwich, N. Y., on account of excessive rate.

428. Smith Brothers Packing Company *v.* Chicago, Burlington & Quincy Railroad Company. October 19, 1907. Refund of \$45 on tank car of tallow from Denver, Colo., to St. Louis Mo., on account of excessive rate.

429. H. D. & L. D. Porter *v.* Atchison, Topeka & Santa Fe Railway Company. October 22, 1907. Refund of \$146.99 on shipment of coal from Gallup, N. Mex., to Rhyolite, Nev., on account of excessive rate.

430. American Hardwood Lumber Company *v.* Morgan's Louisiana & Texas Railroad & Steamship Company. October 22, 1907. Refund of \$139.52 on 6 cars of lumber from Lecompte, La., to St. Louis, Mo., on account of excessive rate.

431. Carter, Rice & Carpenter Paper Company *v.* Chicago, Burlington & Quincy Railroad Company. October 22, 1907. Refund of \$51.18 on carload of paper from Little Falls, Minn., to Denver Colo., on account of excessive rate.

432. Jones & Laughlin Steel Company *v.* Pittsburg, Cincinnati, Chicago & St. Louis Railway Company. October 22, 1907. Refund of \$47.84 on carload of steel plates from Pittsburg, Pa., to Clinton, Iowa, on account of excessive through rate.

433. Anderson Carriage Manufacturing Company *v.* Central Indiana Railway Company. October 7, 1907. Refund of \$16.02 on 2 shipments of buggies from Anderson, Ind., to Mount Auburn, Ill., on account of excessive rate.

434. Andrus, Scofield Company *v.* Toledo, St. Louis & Western Railroad Company. October 16, 1907. Refund of \$2.21 on 2 shipments of bottles from Sims, Ind., to Columbus, Ohio, on account of misrouting by carrier's agent.

435. Mason-Donaldson Lumber Company *v.* Wisconsin Central Railway Company. October 14, 1907. Refund of \$2 on a carload of lumber from Mellen, Wis., to Harvey, Ill., on account of misrouting by carrier's agent.

436. Shenkberg Company *v.* Great Northern Railway Company. October 21, 1907. Refund of \$37.22 on 2 carloads of vinegar from Newark, N. Y., to Sioux City, Iowa, on account of excessive rate.

437. W. T. Ferguson Lumber Company *v.* Missouri Pacific Railway Company. October 26, 1907. Refund of \$5.55 on carload of lumber from Buchanan, Ark., to Quincy, Ill., on account of misrouting by carrier's agent.

438. Acme Manufacturing Company *v.* Atlantic Coast Line Railroad Company. October 28, 1907. Refund of \$122.19 on 37 carloads of phosphate rock from Johns Island, S. C., to Cronly, N. C., on account of clerical error in publication of rate schedule.

439. Frye & Bruhn (Incorporated) *v.* Oregon Railroad & Navigation Company. October 24, 1907. Refund of \$559.65 on 13 cars of cattle from Monida, Mont., to Seattle, Wash., on account of excessive rate.

440. Barber Asphalt Paving Company *v.* Chicago Great Western Railway Company. October 19, 1907. Refund of \$40.50 on 3 carloads of paving brick from Des Moines, Iowa, to Omaha, Nebr., on account of excessive rate.

441. J. I. Case Threshing Machine Company *v.* Great Northern Railway Company. October 17, 1907. Refund of \$9.30 on carload of threshing machines from Kansas City, Mo., to Fargo, N. Dak., on account of excessive rate.

442. Northwest Thresher Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. October 15, 1907. Refund of \$14.68 on carload of threshing machinery from Stillwater, Minn., to Des Moines, Iowa, on account of excessive rate.

443. George E. Patterson *v.* Pennsylvania Railroad Company. October 15, 1907. Refund of \$692.90 on 62 shipments of coal from Wyoming and Lehigh regions to Baltimore, Md., for reshipment by water to destinations, on account of cancellation of claim for undercharges.

444. Victor Cushwa & Sons *v.* Cumberland Valley Railroad Company. October 25, 1907. Refund of \$35 on 7 carloads of anthracite coal from points on the Philadelphia & Reading Railroad to Hagerstown, Md., on account of failure to absorb switching charges.

445. Pittsburg Coal Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. October 21, 1907. Refund of \$385.38 on 16 carloads of coal from various points in Wisconsin and Minnesota to points in Nebraska on account of excessive rate.

446. Illinois Central Railroad Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. October 21, 1907. Refund of \$12.95 on shipment of potatoes from Osseo, Minn., to New Orleans, La., on account of settlement of undercharge claim.

447. Reynolds, Davis & Company *v.* Fort Smith & Western Railroad Company. October 30, 1907. Refund of \$25.60 on shipment of oats from Durant, Ind. T., to Fort Smith, Ark., on account of misrouting.

448. Jones & Laughlin Steel Company *v.* Pittsburg, Cincinnati, Chicago & St. Louis Railway Company. October 26, 1907. Refund of \$71.14 on 8 carloads of steel billets from Pittsburg, Pa., to Kokomo, Ind., on account of erroneous application of rates.

449. S. E. Lux et al. *v.* Pacific Express Company. October 30, 1907. Refund of \$25.50 and \$42, respectively, on 5 shipments of peaches from points in Arkansas to Topeka, Kans., on account of excessive rate.

450. Kirby Lumber Company *v.* Gulf, Colorado & Santa Fe Railway Company. October 28, 1907. Refund of \$49.90 on shipment of lumber from Kirbyville, Tex., to Garretson, S. Dak., on account of misrouting by carrier's agent.

451. W. B. Fordyce *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. October 22, 1907. Refund of \$36 on a carload of immigrant movables from Omaha, Nebr., to Pierre, S. Dak., on account of misrouting by carrier's agent.

452. Ogden Milling & Elevator Company et al. *v.* Southern Pacific Company. December 3, 1907. Refund of \$6,641.60 on shipments of commodities between various points for 25 complainants on account of change of rates incident to destruction of tariffs in San Francisco earthquake.

453. Kokomo Steel & Wire Company *v.* Toledo, St. Louis & Western Railroad Company. October 28, 1907. Refund of \$18.32 on shipment of wire from Kokomo, Ind., to Mountain Grove, Mo., on account of misrouting by carrier's agent.

454. J. E. Stewart Produce Company *v.* Missouri, Kansas & Texas Railway Company. November 8, 1907. Refund of \$80.62 on 4 shipments of potatoes from Stevens Point and Almond, Wis., to Muskogee, Ind. T., on account of error in publication of rate schedule.

455. McClintic-Marshall Construction Company *v.* Norfolk & Western Railway Company. October 31, 1907. Refund of \$559.45 on 197 shipments of bridge iron from Rankin, Pa., to Brookneal, Va., on account of error in publication of rate schedule.

456. Anheuser-Busch Brewing Association *v.* Lake Erie & Western Railroad Company. October 30, 1907. Refund of \$8.33 on 3 shipments of empty beer barrels from Bloomington, Ill., to St. Louis, Mo., on account of misrouting by carrier's agent.

457. Shoal Creek Coal Company *v.* Toledo, St. Louis & Western Railroad Company. October 31, 1907. Refund of \$14.70 on shipment of lump coal from Panama, Ill., to Canton, Mo., on account of misrouting by carrier's agent.

458. Calhoun Mills *v.* Seaboard Air Line Railway Company. October 31, 1907. Refund of \$131.67 on 6 shipments of machinery from Whitin's, Mass., to Calhoun Falls, S. C., on account of excessive rate.

459. Anderson Carriage Manufacturing Company *v.* Pittsburg, Cincinnati, Chicago & St. Louis Railway Company. November 1, 1907. Refund of \$6.40 on carload of vehicles from Anderson, Ind., to Jefferson, Wis., on account of excessive through rate.

460. Ferguson Lumber Company *v.* Missouri Pacific Railway Company. October 31, 1907. Refund of \$40.85 on carload of lumber from Little Rock, Ark., to Columbus, Kans., on account of misrouting by carrier's agent.

461. Antle-Linley Grain Company *v.* Missouri Pacific Railway Company. October 31, 1907. Refund of \$26.41 on carload of corn from Atchison, Kans., to Nashville, Tenn., on account of misrouting by carrier's agent.

462. Deming Ice & Electric Company *v.* El Paso & Southwestern System. November 5, 1907. Refund of \$211.31 on carload of brick from El Paso, Tex., to Deming, N. Mex., on account of excessive rate.

463. Foot, Schultz & Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. November 1, 1907. Refund of \$13.64 on shipment of boots and shoes from St. Paul, Minn., to Arapahoe, Wyo., on account of misrouting by carrier's agent.

464. C. C. Emerson & Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. November 1, 1907. Refund of \$14.20 on shipment of potatoes from Princeton, Minn., to Shreveport, La., on account of misrouting by carrier's agent.

465. William R. Larzelere Company *v.* Southern Pacific Company. October 31, 1907. Refund of \$61.74 on carload of potatoes from San Francisco, Cal., to Yuma, Ariz., on account of excessive through rate.

466. Florida Cotton Oil Company *v.* Georgia Northern Railway Company. October 31, 1907. Refund of \$25.91 on 2 shipments of cotton seed from Ione and Pavo, Ga., to Jacksonville, Fla., on account of oversight in publication of rate schedule.

467. J. S. Smith & Company *v.* Chicago, Burlington & Quincy Railroad Company. October 26, 1907. Refund of \$40.96 on shipment of hides, pelts, and tallow from Grand Island, Nebr., to Chicago, Ill., on account of excessive through rate.

468. Craig-Barr Mercantile Company *v.* Wells Fargo & Company Express. November 1, 1907. Refund of \$81.77 on 1,081 crates of peaches from Hackett, Ark., to St. Joseph, Mo. (and diverted to Winona, Minn., while en route), on account of excessive rate.

469. Milliken Brothers *v.* Staten Island Rapid Transit Railway Company. November 1, 1907. Refund of the difference between \$1.50 and \$1.10 per gross ton on shipment of pig iron, weighing 4,457,400 pounds, from South Bethlehem, Pa., to Staten Island, New York, on account of excessive rate.

470. Phoenix Milling Company *v.* Southern Pacific Company. November 7, 1907. Refund of \$865.69 on 4 shipments of barley from Sacramento, Cal., via Reno, Nev., to Mohawk, Cal., on account of excessive through rate.

471. E. C. Best & Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. October 17, 1907. Refund of \$21.11 on car of potatoes from Zimmerman, Minn., to Vandalia, Ill., on account of misrouting by carrier's agent.

472. J. R. Beggs & Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. November 4, 1907. Refund of \$32.66 on carload of potatoes from Cameron, Wis., to Nashville, Tenn., on account of misrouting by carrier's agent.

473. Hennessy Mercantile Company *v.* Great Northern Railway Company. November 5, 1907. Refund of \$2.11 on 3 shipments of cotton piece goods from Chicago, Ill., to Butte, Mont., on account of error in publication of rate schedule.

474. Kreger & Bradley Lumber Company *v.* Norfolk & Western Railway Company. November 2, 1907. Refund of \$6.85 on shipment of oak lumber from Meadow View, Va., to Easton, Md., on account of excessive rate.

475. Ohio Sandstone Company *v.* Chicago Great Western Railway Company. October 18, 1907. Refund of \$132.19 on 16 carloads of stone curbing from Amherst, Ohio, to Omaha, Nebr., on account of oversight in publication of rate schedule.

476. Southern Cotton Oil Company *v.* Southern Railway Company. November 1, 1907. Refund of \$417.86 on 9 carloads of cotton-seed oil from Yorkville, Whitestone, Rowesville, and Leesville, S. C., to Savannah, Ga., on account of excessive rate.

477. G. H. Barnes Hardwood Lumber Company *v.* St. Louis Southwestern Railway Company. November 2, 1907. Refund of \$15.75 on carload of lumber from Holliday, Ark., to Oelwein, Iowa, on account of misrouting by carrier's agent.

478. Olive & Meyers Manufacturing Company *v.* Texas & Pacific Railway Company. November 5, 1907. Refund of \$53.38 on 3 shipments of matting from Kobe, Japan, to Dallas, Tex., on account of excessive rate.

479. Alpha Portland Cement Company *v.* Delaware, Lackawanna & Western Railroad Company. November 2, 1907. Refund of \$63.95 on 2 shipments of cement from Martins Creek, Pa., to Winchester, Ky., on account of error in canceling rate schedule.

480. Robinson & Orr *v.* Pennsylvania Railroad Company. October 22, 1907. Refund of \$221.48 on 7 carloads of rails and angle bars from Camden, N. J., to Hendricks, W. Va., on account of excessive rates.

481. Woolson Spice Company *v.* Toledo, St. Louis & Western Railroad Company. November 5, 1907. Refund of \$0.34 on shipment of coffee and crockery from Toledo, Ohio, to McDonald, Mo., on account of misrouting by carrier's agent.

482. Twin City Brick Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. November 14, 1907. Refund of \$29.73 on 6 carloads of brick from St. Paul, Minn., to Virginia, Minn., on account of misrouting by carrier's agent.

483. F. T. Crowe & Company *v.* Northern Pacific Railway Company. November 13, 1907. Refund of \$36.25 on 2 carloads of plaster from Blue Rapids, Kans., to Sunnyside, Wash., on account of oversight in publication of rate schedule.

484. Indiana Tie Company *v.* Louisville & Nashville Railroad Company. December 12, 1907. Refund of \$291.34 on shipment of 6 cars of cross-ties from Breton, Ky., to Evansville, Ind., on account of excessive rate.

485. Duluth Log Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. November 7, 1907. Refund of \$19.20 on carload of logs from Hawthorne, Wis., to Mahaska, Kans., on account of excessive charge.

486. Patton-Hartfield Company *v.* Illinois Central Railroad Company. November 8, 1907. Refund of \$3.01 on shipment of corn and oats from Memphis, Tenn., to Tomnolen, Miss., on account of excessive rate.

487. Ed. Bowman *v.* American Express Company et al. November 5, 1907. Refund of \$16.93 on corpse from Ashland, Wis., to Alanson, Mich., on account of excessive rate.

488. Pittsburg & Lake Superior Iron Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. November 15, 1907. Refund of \$57.24 on shipment of poles from Itasca, Wis., to Black Walnut, Mo., on account of excessive rate.

489. E. M. Strawn Lumber Company *v.* Missouri Pacific Railway Company. November 14, 1907. Refund of \$45 on carload of yellow-pine lumber from Hamburg, Ark., to Chickasha, Ind. T., on account of misrouting by carrier's agent.

490. J. M. Jackson *v.* Southern Pacific Company. November 11, 1907. Refund of \$112.80 on shipment of powder from Lorenzo, Cal., to Goldfield, Nev., on account of excessive through rate.

491. J. W. Binding & Company *v.* Missouri Pacific Railway Company. November 12, 1907. Refund of \$12 on shipment of kaffir corn from Madison, Kans., to Chicago, Ill., on account of misrouting by carrier's agent.

492. Antle-Linley Grain Company *v.* Missouri Pacific Railway Company. November 12, 1907. Refund of \$10.08 on shipment of corn from Atchison, Kans., to Pensacola, Fla., on account of misrouting by carrier's agent.

493. Henry Petry *v.* Erie Railroad Company. November 11, 1907. Refund of \$133.18 on 3 carloads of ice from Cameron Mills, N. Y., to Hales Eddy, N. Y., on account of excessive rate.

494. Littleton Creamery Company *v.* Pacific Express Company. November 6, 1907. Refund of \$296.48 on 36 shipments of cream from various points in Nebraska to Denver, Colo., on account of oversight in filing rate of schedule.

495. Franktown Creamery *v.* Pacific Express Company. November 6, 1907. Refund of \$45.44 on 10 shipments of cream from St. Paul, Nebr., to Denver, Colo., on account of oversight in filing rate schedule.

496. Minnesota Land & Construction Company *v.* Great Northern Railway Company. November 6, 1907. Refund of \$22.68 on carload of car wheels from Virginia, Minn., to St. Paul, Minn., on account of excessive through rate.

497. Joannes Brothers Company *v.* Lehigh Valley Railroad Company. November 14, 1907. Refund of \$14.13 on shipment of dried currants from Jersey City, N. J., to Green Bay, Wis., on account of misrouting by carrier's agent.

498. Kregar & Bradley Lumber Company *v.* Norfolk & Western Railway Company. November 6, 1907. Refund of \$5.97 on carload of oak lumber from Meadow View, Va., to Easton, Md., on account of excessive rate.

499. Avery Rock Salt Mining Company *v.* Morgan's Louisiana & Texas Railroad & Steamship Company. November 8, 1907. Refund of \$405.88 on 12 carloads of salt from New Iberia, La., to Memphis, Tenn., on account of error in publication of rate schedule.

500. Lindsay Brothers *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. November 8, 1907. Refund of \$8.34 on carload of buggies from Elkhart, Ind., to Minneapolis, Minn., on account of excessive through rate.

501. C. H. Weeks Coal Company *v.* Great Northern Railway Company. November 7, 1907. Refund of \$139.73 on shipment of smithing coal from Superior, Wis., to Oroville, Wash., on account of error of carrier's agent in applying rate.

502. Gulf Pipe Line Company *v.* Texas & New Orleans Railroad Company. November 13, 1907. Refund of \$1,692.92 on 16 carloads of crude oil from Keifer, Ind. T., to Gladys, Tex., on account of excessive rate.

503. Ryan & Newton *v.* Northern Pacific Railway Company. October 29, 1907. Refund of \$319.06 on 3 shipments of oranges and lemons from Porterville, Cal., and Sheridan, Wyo., to Billings and Livingston, Mont., on account of error in publication of rate schedule.

504. Warwick Iron & Steel Company *v.* Philadelphia & Reading Railway Company. November 8, 1907. Refund of \$14.40 on carload of pig iron from Pottstown, Pa., to Stony Point, N. Y., on account of error in publication of rate schedule.

505. Dodds Lumber Company *v.* Missouri Pacific Railway Company. November 13, 1907. Refund of \$12.39 on carload of cypress lumber from Little Rock, Ark., to Cummings, Iowa, on account of misrouting by carrier's agent.

506. J. I. Porter Lumber Company *v.* St. Louis Southwestern Railway Company. November 13, 1907. Refund of \$13.82 on carload of yellow pine lumber from Porter's Switch, Ark., to Sioux City, Iowa, on account of misrouting by carrier's agent.

507. S. G. Palmer Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. November 8, 1907. Refund of \$9.24 on carload of apples from Hamburg, Iowa, to Minneapolis, Minn., on account of excessive minimum carload rate.

508. Waters Pierce Oil Company *v.* Missouri Pacific Railway Company. November 12, 1907. Refund of \$332.51 on shipment of refined oil from Whiting, Ind., to Siloam Springs, Ark., on account of misrouting by carrier's agent.

509. J. D. Hollinghead & Company *v.* Yazoo & Mississippi Valley Railroad Company. October 31, 1907. Refund of \$9.24 on carload of circled heading from Clarksdale, Miss., to Savannah, Ga., on account of error in publication of rate schedule.

510. W. Wolf & Sons *v.* New York, New Haven & Hartford Railroad Company. November 12, 1907. Refund of \$4 on shipment of 22 bales of cotton waste from Boston, Mass., to Fall River, Mass., on account of excessive rate.

511. Chicago, Rock Island & Gulf Railway *v.* Missouri, Kansas & Texas Railway Company of Texas. November 13, 1907. Refund of \$90.73 on shipment of lumber from Pittsburg, Tex., to Shamrock, Tex., on account of misrouting by defendant's agent.

512. E. Phillips & Sons *v.* Southern Railway Company. November 14, 1907. Refund of \$6.44 on carload of coal from Aldrich, Ala., to Greenville, Ga., on account of error in publication of rate schedule.

513. Toxaway Tanning Company *v.* Southern Railway Company. November 15, 1907. Refund of \$109.04 on shipment of hides from Allegheny, Pa., to Rosman, N. C., on account of excessive rate.

514. S. L. Breaux *v.* Chicago, Rock Island & Pacific Railway Company. November 16, 1907. Refund of \$218.47 on 9 carloads of rice from Carlisle, Ark., to New Orleans, La., on account of oversight in publication of rate schedule.

515. Frost-Trigg Lumber Company *v.* St. Louis Southwestern Railway Company. November 15, 1907. Refund of \$27.66 on carload of lumber from Frostville, Ark., to Chickasha, Ind. T., on account of misrouting by carrier's agent.

516. United States Gypsum Company *v.* Missouri Pacific Railway Company. November 11, 1907. Refund of \$24 on carload of wall plaster from Blue Rapids, Kans., to Florence, Ala., on account of misrouting by carrier's agent.

517. Junta Directiva de las Obras de Provision de Aguas *v.* Atchison, Topeka & Santa Fe Railway Company. November 1, 1907. Refund of \$755.72 on 8 carloads of structural iron from Mingo Junction, Ohio, to the City of Mexico, Mexico, on account of excessive through rate.

518. Morrison Brothers Company *v.* Southern Railway Company. November 22, 1907. Refund of \$63.45 on 2 carloads of coal from Gamble Mines, Ala., to Clinton, Miss., on account of misrouting by carrier's agent.

519. Webber-Ayers Hardware Company *v.* Southern Railway Company. November 18, 1907. Refund of \$9.03 on carload of agricultural implements from Columbus, Ga., to Fort Smith, Ark., on account of error in publication of rate schedule.

520. Goodyear Lumber Company *v.* Buffalo & Susquehanna Railway Company. November 15, 1907. Refund of \$249.41 on 16 carloads of lumber from Austin and Galetton, Pa., to Newark, N. J., on account of misrouting by carrier's agent.

521. Finch, Van Slyck & McConville *v.* Pennsylvania Railroad Company. November 19, 1907. Refund of \$1.87 on a shipment of 4 cases of cotton shirts from Baltimore, Md., to St. Paul, Minn., on account of excessive rate.

522. J. J. Mohr & Son *v.* Lehigh & Hudson River Railway Company. November 19, 1907. Refund of \$157.27 on 4 shipments of pig iron from Pequest, N. J., to Seyfert, Pa., on account of excessive rate.

523. Bisbee Lumber Company *v.* El Paso & Southwestern System. November 19, 1907. Refund of \$283.75 on 2 shipments of mining timbers from San Pedro and Los Angeles, Cal., to Lewis Springs, Ariz., on account of excessive rate.

524. The Otto Kuehne Vinegar & Preserving Works *v.* Atchison, Topeka & Santa Fe Railway Company. November 19, 1907. Refund of \$453.14 on 5 shipments of pickles from Denver, Colo., to North Topeka, Kans., on account of excessive rate.

525. Davis Milling Company *v.* Missouri Pacific Railway Company. November 19, 1907. Refund of \$21.16 on shipment of flour and meal from St. Joseph, Mo., to Homer, La., on account of misrouting by carrier's agent.

526. Cochrane Chemical Company *v.* Boston & Maine Railroad. November 19, 1907. Refund of \$90.30 on 5 shipments of alum from Boston, Mass., to Ottawa, Ontario, on account of excessive rate.

527. Baker & Hamilton *v.* Southern Pacific Company. November 19, 1907. Refund of \$75 on carload of thrashers from Buffalo, N. Y., to Los Angeles, Cal., on account of excessive minimum carload rate.

528. Ball Brothers Glass Manufacturing Company *v.* Lake Erie & Western Railroad Company. November 6, 1907. Refund of \$8.73 on shipment of fruit jars from Industry, Ind., to Fond du Lac, Wis., on account of excessive through class rate.

529. Sunderland Brothers Company *v.* Chicago, Burlington & Quincy Railroad Company. November 21, 1907. Refund of \$3.36 on carload of sand from Plattsmouth, Nebr., to New Market, Iowa, on account of excessive rate.

530. Columbia River Lumber Company *v.* Southern Pacific Company. November 20, 1907. Refund of \$322.14 on 5 carloads of lumber from points on the Southern Pacific Company's lines in Oregon to Emery, Cal., on account of excessive rate.

531. Winnsboro Granite Corporation *v.* Southern Railway Company. November 23, 1907. Refund of \$311.82 on shipment of dressed granite from Rockton, S. C., to Tallahassee, Fla., on account of excessive rate.

532. *W. P. Duncan v. Missouri Pacific Railway Company.* November 25, 1907. Refund of \$18 on carload of emigrant outfit from Elk City, Kans., to Rush Springs, Ind. T., on account of misrouting by carrier's agent.

533. *Barrett Manufacturing Company v. St. Louis & San Francisco Railroad Company.* November 22, 1907. Refund of \$92.72 on 3 shipments of pitch from Ensley, Ala., to Wichita, Kans., on account of excessive through rate.

534. *H. I. Ruth v. Missouri Pacific Railway Company.* November 26, 1907. Refund of \$6.48 on shipment of oak lumber from Ellington, Mo., to Galesburg, Ill., on account of misrouting by carrier's agent.

535. *Moline Wagon Company v. St. Louis Southwestern Railway Company.* November 26, 1907. Refund of \$6.59 on carload of oak lumber from Almyra, Ark., to Moline, Ill., on account of misrouting by carrier's agent.

536. *Lutz Brothers v. Missouri Pacific Railway Company.* November 26, 1907. Refund of \$27.36 on carload of egg fillers from Independence, Kans., to Glasco, Kans., on account of misrouting by carrier's agent.

537. *Finkbine Lumber Company v. Gulf & Ship Island Railroad Company.* November 27, 1907. Refund of \$295.51 on 31 shipments of lumber from Wiggins, Miss., to points in Ohio, Indiana, Illinois, Iowa, Michigan, Kentucky, and Missouri on account of application of illegal rate.

538. *Ph. Zang Brewing Company v. Chicago, Burlington & Quincy Railroad Company.* November 19, 1907. Refund of \$5.75 on shipment of malt from Winona, Minn., to Denver, Colo., on account of excessive through rate.

539. *National Flag Company v. Southern Pacific Company.* November 20, 1907. Refund of \$14.58 on 3 shipments of flags from Cincinnati, Ohio, to San Diego, Cal., on account of misrouting by carrier's agent.

540. *Nevada Sulphur Company v. Southern Pacific Company.* November 19, 1907. Refund of \$118.32 on carload of barley from Germantown, Cal., to Humboldt, Nev., on account of excessive through rate.

541. *Utah Fuel Company v. Denver & Rio Grande Railroad Company.* November 19, 1907. Refund of \$263.49 on shipment of rails from Minnequa, Colo., to Scofield, Utah, on account of excessive rate.

542. *Rosenbaum Brothers v. Baltimore & Ohio Railroad Company.* November 22, 1907. Refund of \$6 on shipment of wheat from South Chicago, Ill., to Bellaire, Ohio, on account of oversight in publication of tariff.

543. *Chilhowie Milling Company v. Norfolk & Western Railway Company.* November 25, 1907. Refund of \$44.96 on shipment of bulk wheat from Mercersburg, Pa., to Chilhowie, Va., on account of excessive rate.

544. *J. Geo. Leyner Engineering Works Company v. Denver & Rio Grande Railroad Company.* November 25, 1907. Refund of \$87.99 on 2 shipments of machinery from Littleton, Colo., to Terry, S. Dak., on account of excessive through rate.

545. *Chanute Zinc Company v. Atchison, Topeka & Santa Fe Railway Company.* November 23, 1907. Refund of \$228.57 on carload of zinc ore from Hanover, N. Mex., to Chanute, Kans., on account of excessive rate.

546. *Standard Novelty Works v. St. Louis & Southwestern Railway Company.* November 29, 1907. Refund of \$27.85 on carload of lumber from Waldo, Ark., to Fort Madison, Iowa, on account of misrouting by carrier's agent.

547. *Romona Oolitic Stone Company v. Vandalia Railroad Company.* November 26, 1907. Refund of \$85.59 on shipment of rough stone from Romona, Ind., to Beloit, Wis., on account of excessive through rate.

548. *Gibson & Perley v. Chicago, Burlington & Quincy Railroad Company.* November 25, 1907. Refund of \$105 on shipment of oil meal from Sioux City, Iowa, to Scottsbluff, Nebr., on account of excessive rate.

549. *Mississippi Cotton & Trading Company v. Alabama Great Southern Railroad Company.* November 26, 1907. Refund of \$15 on shipment of lumber from Cuba, Ala., to Meridian, Miss., on account of misrouting by carrier's agent.

550. *F. S. Hendrickson Lumber Company v. Missouri Pacific Railway Company.* December 1, 1907. Refund of \$28.92 on 3 shipments of lumber from Vian, Ind. T., to Chicago, Ill., on account of misrouting by carrier's agent.

551. *Florida Phosphate Mining Corporation v. Seaboard Air Line Railway.* November 25, 1907. Refund of \$167.09 on steam shovel from Hamlet, N. C., to Green Bay, Fla., on account of excessive rate.

552. *Johnson-Wentworth Company et al v. Northern Pacific Railway Company.* November 19, 1907. Refund of \$278.16 on 59 shipments of lumber from Cloquet, Minn., to Duluth, Minn., destined for lake points, on account of oversight in publication of rate schedule.

553. Briggs & Cooper Company (Limited) *v.* Michigan Central Railroad Company. November 18, 1907. Refund of \$142.68 on 8 carloads of lumber: 2 cars from Bay City, Mich., to Rock Falls, Ill.; 2 cars from Saginaw, Mich., to Sterling, Ill.; 3 cars from Saginaw, Mich., to Rock Falls, Ill.; 1 car from Saginaw, Mich., to Moline, Ill., on account of excessive through rate.

554. S. A. Foster Lumber Company *v.* Northern Pacific Railway Company. November 18, 1907. Refund of \$14.40 on shipment of laths from Gordon Siding, Mont., to Hampton, Nebr., on account of excessive minimum carload rate.

555. Cananea Consolidated Copper Company *v.* El Paso Southwestern System. December 1, 1907. Refund of \$84 on shipment of traction wagon from Naco, Ariz., to Lordsburg, N. Mex., on account of excessive rate.

556. Pillsbury-Washburn Flour Mills Company (Limited) *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. November 30, 1907. Refund of \$46.37 on 4 carloads of flour from Minneapolis, Minn., 3 to Peshtigo, Wis., and 1 to Florence, Wis., on account of an error in publication of rate schedule.

557. Cloquet Lumber Company *v.* Great Northern Railway Company. November 16, 1907. Refund of \$9.53 on 3 shipments of lumber from Cloquet, Minn., to Winthrop, Minn., on account of misrouting.

558. Colorado Fuel & Iron Company *v.* Chicago, Burlington & Quincy Railroad Company. November 19, 1907. Refund of \$73.50 on shipment of scrap iron from Pluma, S. Dak., to Pueblo, Colo., on account of excessive rate.

559. Ludington Salt Company *v.* Chicago & Northwestern Railway Company. November 19, 1907. Refund of \$8.25 on carload of salt from Milwaukee, Wis., to Savage, Minn., in adjustment of excessive minimum carload charge.

560. Northwestern Consolidated Milling Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. November 18, 1907. Refund of \$14.04 on 2 shipments of flour from Minneapolis, Minn., to Bloomington and Lincoln, Ill., on account of excessive through rate.

561. Red River Lumber Company *v.* Great Northern Railway Company. November 19, 1907. Refund of \$10.18 on carload of lumber from Akeley, Minn., to Fedora, S. Dak., on account of excessive rate.

INDEX.

	Page.
ABILENE COTTON OIL Co., TEXAS AND PACIFIC R. Co. <i>v.</i>	11, 42, 88
ACCIDENTS, RAILWAY	
casualties to passengers and employees.....	127, 155, 156
collisions and derailments.....	156, 279
destruction of life.....	8
investigation of.....	130
ACCOUNTS OF RAILWAYS.....	139
ACT TO REGULATE COMMERCE, ADMINISTRATIVE CONSTRUCTION.....	5
criminal cases under.....	105
ADAMS, B. B.....	124
ADAMS EXPRESS Co., McLAUGHLIN BROTHERS <i>v.</i>	53, 220
ADAMS, HENRY C.....	140
ADMINISTRATIVE CONSTRUCTION OF THE ACT, RATE SCHEDULES.....	5, 14
ADVANCES IN RATES.....	8-14
AGENT, MISTAKE OF.....	41
AIKEN, S. C.....	63
AIR BRAKES. (<i>See</i> SAFETY APPLIANCES.)	
ALABAMA.....	94, 143, 152
ALABAMA AND VICKSBURG R. Co. <i>v.</i> RAILROAD COMMISSION OF MISSIS- SIPPI.....	92
ALBANY, Mo.....	83
ALBANY PRODUCE Co. <i>v.</i> CHICAGO, BURLINGTON AND QUINCY R. Co.....	48, 216
ALEXANDRIA, Mo.....	74, 75
ALFALFA.....	31
ALLEGED VIOLATIONS OF THE ANTITRUST ACT.....	29
ALLENTOWN, PA.....	37
ALLOWANCES TO ELEVATORS BY THE UNION PACIFIC R. Co., <i>in re</i>	56, 193
AMARILLO GAS Co. <i>v.</i> ATCHISON, TOPEKA AND SANTA FE R. Co.....	55, 202
AMARILLO, TEX.....	30, 79, 82, 121
AMENDED LAW	
administrative construction of.....	6
voluntary adjustment under.....	7
AMENDMENTS RECOMMENDED.....	10, 21, 23, 126, 128, 130, 135, 149
AMERICAN FRUIT UNION, OF CINCINNATI, OHIO, <i>v.</i> CINCINNATI, NEW OR- LEANS AND TEXAS PACIFIC R. Co.....	45, 214
AMERICAN GRASS TWINE Co. <i>v.</i> CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA R. Co.....	73, 196
AMERICAN NATIONAL LIVE STOCK ASSOCIATION <i>v.</i> TEXAS AND PACIFIC R. Co.....	71, 188
AMERICAN RAILWAY ASSOCIATION.....	123
AMERICAN SUGAR REFINING Co.....	111
AMES, AZEL, JR.....	124
AMES-BROOK Co., UNITED STATES <i>v.</i>	111
ANTITRUST ACT.....	29
APPENDIX A.....	159
B.....	185
C.....	227
D.....	279
E.....	289
F.....	299
APPLES.....	31, 55, 62
APPROPRIATION FOR THE COMMISSION.....	159
ARBITRATION ACT.....	105
ARGENTINE, KANS.....	57

	Page.
ARIZONA.....	102, 143
ARKANSAS.....	31, 34, 46, 79, 82, 134, 143, 152
ARMOUR PACKING CO. <i>v.</i> UNITED STATES.....	107
ARTESIA, N. MEX.....	31
ASIATIC PORTS.....	50, 83
ASSOCIATION OF AMERICAN RAILWAY ACCOUNTING OFFICERS.....	139
ASSOCIATION OF RAILWAY COMMISSIONERS.....	144, 145, 156
ATCHISON, TOPEKA AND SANTA FE R. CO.....	22, 31, 34, 35, 56, 57, 78, 108
Amarillo Gas Co. <i>v.</i>	55, 202
Farmers, Merchants, and Shippers' Club <i>v.</i>	31, 211
Johnston-Larimer Dry Goods Co. <i>v.</i>	35, 189, 200
Laning-Harris Coal and Grain Co. <i>v.</i>	51, 219
Miller Brothers <i>v.</i>	54, 198
Mitchell <i>v.</i>	34, 210
Payne <i>v.</i>	55, 200
Roswell Commercial Club <i>v.</i>	31, 211
United States <i>v.</i>	108
ATLANTA, GA.....	42, 49, 79, 81
ATLANTIC COAST LINE R. CO.....	147
Stone & Co. <i>v.</i>	98
<i>v.</i> North Carolina Corporation Commission.....	12, 95
Waxelbaum & Co. <i>v.</i>	42, 47, 199
AUGUSTA, GA.....	44, 62, 63, 80, 83, 121
AUTOMATIC COUPLERS, EQUIPMENT FITTED WITH.....	153
AUTOMATIC TRAIN STOPS.....	122
BAGGAGE TRANSFER COMPANIES.....	27
BAGS.....	39
BAKER, JUDGE.....	110
BALTIMORE AND OHIO R. CO.....	51, 55
Pitcairn Coal Co. <i>v.</i>	95
United States <i>v.</i>	109
<i>v.</i> Hamburger.....	97
Walker <i>v.</i>	65, 201
White & Co. <i>v.</i>	55, 208
BALTIMORE, MD.....	42, 43, 49, 63, 79, 82, 83, 95
BARBOURSVILLE, VA.....	39
BARDEN & SWARTHOUT <i>v.</i> LEHIGH VALLEY R. CO.....	69, 201
BEEF CATTLE.....	70, 71
BEHLMER, LOUISVILLE AND NASHVILLE R. CO. <i>v.</i>	12
BELT R. CO.....	110
BESLER, W. G.....	123
BILLS OF LADING, UNIFORM.....	18
BIRMINGHAM, ALA.....	45, 46, 71, 78
BIRMINGHAM PACKING CO. <i>v.</i> TEXAS AND PACIFIC R. CO.....	71, 188
BITTERMAN <i>v.</i> LOUISVILLE AND NASHVILLE R. CO.....	108
BLACKVILLE, S. C.....	63
BLACKWELL MILLING AND ELEVATOR CO. <i>v.</i> MISSOURI, KANSAS AND TEXAS R. CO.....	33, 188
BLISS, OKLA.....	54, 82
BLOCK SIGNALS AND AUTOMATIC TRAIN STOPS.....	122, 127, 157
BOARD OF SPECIAL EXAMINERS.....	149
BOARD OF TRADE OF KANSAS CITY <i>v.</i> CHICAGO, BURLINGTON AND QUINCY R. CO.....	36, 199
BORLAND, W. P.....	124
BOSTON AND MAINE RAILROAD.....	116
BOSTON, MASS.....	26, 27, 44, 63, 73, 78, 82, 112
BRADFORD, PA.....	117, 118
BRICK.....	48
BRICK MACHINERY.....	59
BRINKMEIER, MISSOURI PACIFIC R. CO. <i>v.</i>	101, 137
BROOKLYN, N. Y.....	63, 78, 84, 87
BUFFALO, N. Y.....	111, 121, 122
BUFFALO, ROCHESTER AND PITTSBURG R. CO., SCHLEMMER <i>v.</i>	99, 137
BURLINGTON, VT.....	112, 113, 117, 118
BURNS, JUDGE.....	137
BUTTER.....	53

	Page.
CALIFORNIA.....	22, 40, 42, 53, 61, 80, 143, 152
CAMBRIA STEEL CO. v. GREAT NORTHERN R. Co.....	51, 218
CAMDEN IRON WORKS, UNITED STATES v.....	109
CAMDEN, N. J.....	110
CAPITALIZATION OF RAILWAY PROPERTY.....	153, 154
CAPITAL STOCK OF RAILWAYS.....	154
CARLOADS, MIXED.....	49
CARLSBAD, N. MEX.....	31
CARS	
distribution of.....	67, 95, 96
number of.....	153
private.....	67
shortage of.....	8
CARTER, E. C.....	123
CASES INVOLVING ENFORCEMENT OF COMMISSION'S ORDERS.....	84
CASUALTIES	
coupling and uncoupling cars.....	156
falling from trains and engines.....	156
resulting from collisions and derailments.....	156
resulting from jumping on or off trains.....	156
to passengers and employees.....	127, 155, 156
CATTLE RAISERS' ASSOCIATION OF TEXAS v. GALVESTON, HARRISBURG AND SAN ANTONIO R. Co.....	70, 188
CEDAR RAPIDS, IOWA.....	54, 81, 121
CEMENT, OKLA.....	60
CEMENT PLASTER.....	60
CENTERVILLE DISTRICT, IOWA.....	48, 83
CENTRAL OF GEORGIA R. Co., COMMERCIAL AND INDUSTRIAL ASSOCIATION OF UNION SPRINGS v.....	58, 212
CENTRAL PACIFIC R. Co.....	23
CENTRAL RAILROAD OF NEW JERSEY.....	123
CENTRAL TRUST CO. v. PITTSBURG, SHAWMUT AND NORTHERN R. Co.....	97
CENTRAL VERMONT R. Co.....	117
CENTRAL YELLOW PINE ASSOCIATION v. ILLINOIS CENTRAL R. Co.....	118
CHARGES, DEMURRAGE.....	47, 97
elevator.....	56
CHARLOTTESVILLE, VA.....	39
CHASE, IND. T.....	68, 82
CHATHAM, N. J.....	37, 38
CHATTANOOGA, TENN.....	45, 65, 80, 85, 121
CHERRYVALE, KANS.....	81
CHESAPEAKE AND OHIO R. Co.....	76
CHICAGO AND ALTON R. Co.....	23, 110, 115, 147
United States v.....	110
CHICAGO AND EASTERN ILLINOIS R. Co.....	147
CHICAGO AND NORTHWESTERN R. Co.....	123
Cudahy Packing Co. v.....	48, 216
Lead Commercial Club v.....	50, 217
Weimer & Rich v.....	50, 218
CHICAGO, BURLINGTON AND QUINCY R. Co.....	36, 40, 41, 74, 75, 123
Albany Produce Co. v.....	48, 216
Board of Trade of Kansas City v.....	36, 199
Poor Grain Co. v.....	40, 214, 218
United States v.....	102
CHICAGO GREAT WESTERN R. Co.....	56
CHICAGO, ILL.....	21, 23, 27, 35, 36, 37, 38, 50, 53, 54, 55, 73, 75, 77, 78, 81, 83, 114
CHICAGO, INDIANAPOLIS AND LOUISVILLE R. Co.....	147
Van Camp Burial Vault Co. v.....	46, 192
CHICAGO, MILWAUKEE AND ST. PAUL R. Co.....	53, 134
Jewett Brothers & Jewett v.....	88
Leonard v.....	51, 220
Morse Produce Co. v.....	53, 220
Sioux City Commercial Club v.....	55, 207
United States v.....	134

	Page.
CHICAGO, ROCK ISLAND AND PACIFIC R. Co.	23, 31, 33, 37, 147
Farmers, Merchants and Shippers' Club <i>v</i>	31
Mason <i>v</i>	48, 191
Ohsman & Effron <i>v</i>	54, 191
Oklahoma <i>v</i>	33, 212
CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA R. Co.	
American Grass Twine Co. <i>v</i>	73, 196
Nield <i>v</i>	69, 202
United States <i>v</i>	111, 113
CHINA AND JAPAN TRADING Co. <i>v</i> GEORGIA R. Co.	30, 44, 205
CHOCTAW, OKLAHOMA AND GULF R. Co. <i>v</i> McDADE	100
CHRISTIANIA, NORWAY	107
CINCINNATI, HAMILTON AND DAYTON R. Co.	
Interstate Commerce Commission <i>v</i>	12
<i>v</i> . Interstate Commerce Commission	84
CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC R. Co., AMERICAN FRUIT	
UNION, OF CINCINNATI, OHIO, <i>v</i>	45, 214
CINCINNATI, OHIO	43, 79, 80, 85, 121
CISCO OIL MILLS, TEXAS AND PACIFIC R. Co. <i>v</i>	90
CITY COUNCIL OF ATCHISON, KANSAS, <i>v</i> . MISSOURI PACIFIC R. Co.	56, 194, 207
CLASSIFICATION	19, 46, 84
uniform	157
CLASS RATES	31, 43, 50, 62
CLEVELAND, OHIO	121, 122
CLYDE STEAMSHIP Co., QUIMBY <i>v</i>	62, 213
CLYMER STREET, BROOKLYN	63, 78
COAL	31, 34, 48, 52
COAL AND OIL INVESTIGATION	21
COFFEYVILLE VITRIFIED BRICK AND TILE Co. <i>v</i> . ST. LOUIS AND SAN FRAN-	
CISCO R. Co.	77, 221
COLLISIONS AND DERAILMENTS, CASUALTIES DUE TO	156
COLORADO	34, 101, 143
COLORADO AND NORTHWESTERN R. Co., UNITED STATES <i>v</i>	104, 136
COLORADO PASSENGERS	65
COLUMBUS, GA.	58
COLUMBUS, OHIO	53, 62, 81, 121, 122
COMBINATION RATES	71, 73, 74, 76, 77
COMBINATIONS OF CARRIERS	22, 208
COMMERCIAL AND INDUSTRIAL ASSOCIATION OF UNION SPRINGS.	
<i>v</i> . Central of Georgia R. Co.	58, 212
Louisville and Nashville R. Co.	62, 212
COMMERCIAL CLUB OF SANTA BARBARA, CAL., <i>v</i> . SOUTHERN PACIFIC Co.	53, 221
COMMUNITY OF INTERESTS	22
COMPENSATION OF RAILWAY EMPLOYEES	153
COMPLAINTS	
dismissed	81
no orders issued	83
sustained	77
COMPRESSION OF COTTON IN TRANSIT	57
COMPTROLLER OF THE CURRENCY	149
CONCESSIONS OF RELIEF BY CARRIERS	7, 54
CONCURRENCES IN TARIFFS	
complications	15
number of	15
CONDUCTORS, NUMBER OF	153
CONGRESS	21, 27, 41, 70, 90, 91, 94, 99, 102, 104, 109, 113, 114, 115,
117, 118, 121, 122, 126, 128, 129, 130, 132, 135, 139, 145, 148, 149, 150, 157	
power to delegate duties to Executive Departments	90
regulate interstate commerce	91
CONNECTICUT	143
CONSOLIDATIONS AND COMBINATIONS OF CARRIERS	22, 208
CONSTITUTION OF THE UNITED STATES	66, 90, 91, 92, 104, 109, 115
CONTESTED CASES, DISPOSITION OF	77

	Page.
CONTRACTS	
newspaper employees.....	26, 187
railroad-telegraph.....	25, 187
transfer companies.....	27
CONTRACT RATE.....	41
COOLEY, MORTIMER E.....	123
COOPERATION OF FEDERAL AND STATE COMMISSIONS.....	142
CORDELE, GA.....	45, 46, 78
CORYDON, KY.....	49
COTTON, COMPRESSION OF, IN TRANSIT.....	57
COTTON GOODS.....	35, 36, 43, 44, 50
COTTON PIECE GOODS.....	50
COTTON SEED.....	74
COUNCIL BLUFFS, IOWA.....	56, 61, 82
COUPLERS, CAR. (<i>See</i> SAFETY APPLIANCES.)	
COURT DECISIONS	
arbitration act.....	105
cases involving enforcement of Commission's orders.....	84
criminal cases.....	105
demurrage charges.....	97
facilities of traffic.....	95
free passes.....	98
hay and grain case.....	87
injunction to restrain proceedings before the Commission.....	88
proposed rates.....	88
State rates and practices.....	93
power of Congress to regulate interstate commerce.....	91
power to restrain advances in rates.....	10
Preston & Davis case.....	87
relief from unreasonable rates before Commission only.....	88
safety-appliance act.....	99
soap classification case.....	84
Tift case.....	85
Yellow Pine Association case.....	86
CRIMINAL CASES.....	105, 289
CUDAHY PACKING Co.	
<i>v.</i> Chicago and Northwestern R. Co.....	48, 216
United States.....	107
CULLMAN, ALA.....	50, 81
CUMBERLAND VALLEY R. Co.....	39
DALLAS FREIGHT BUREAU	
Gulf, Colorado and Santa Fe R. Co.....	30, 204
Missouri, Kansas and Texas R. Co.....	48, 215
DALLAS, TEX.....	21, 31, 48, 79, 83
DALTON, GA.....	65
DECATUR, ALA.....	121
DECISIONS OF THE COMMISSION	
alleged violations of the antitrust act.....	29
classification.....	46
compression of cotton in transit.....	57
demurrage charges.....	47
disposition of contested cases.....	77
elevator charges.....	56
estimated weights.....	55
free passes and free transportation.....	25
party-rate tickets.....	29
through rates and joint rates.....	70
undue discrimination in facilities.....	63
rates.....	59
unreasonable rates.....	30-53
DECISIONS OF THE COURTS. (<i>See</i> COURT DECISIONS.)	
<i>De Cou v. Pennsylvania R. Co.</i>	38, 198
DEDUCTIONS FROM INCOME.....	152, 155
DELAWARE.....	143
DELAWARE, LACKAWANNA AND WESTERN R. Co.	
Preston and Davis <i>v.</i>	63, 87, 194
United States <i>v.</i>	111, 113

	Page.
DELEGATION OF DUTIES TO EXECUTIVE DEPARTMENTS.....	90
DEMURRAGE CHARGES.....	47, 97
DENVER AND RIO GRANDE R. Co.....	22, 23
DENVER, COLO.....	23, 31, 40, 80, 121
DEPARTMENT OF JUSTICE.....	105
DERAILMENTS AND COLLISIONS.....	156
DESEL-BOETTCHER Co. <i>v.</i> KANSAS CITY SOUTHERN R. Co.....	62, 203
DETROIT, MICH.....	121, 122
DICE, A. T.....	123
DISCRIMINATION, UNDUE.....	59
DISMISSED COMPLAINTS.....	81
DISPOSITION OF CONTESTED CASES BEFORE THE COMMISSION.....	77
no orders issued.....	83
orders against defendants.....	77
dismissing complaints.....	81
DISTRIBUTION OF CARS.....	67, 95, 96
DISTRICT OF COLUMBIA.....	33, 131
DIVIDENDS.....	152, 154
DIVISION OF PROSECUTIONS.....	105
enforcement of the act.....	107
opinions of the courts.....	107
DORRANCETON, PA.....	37
DULUTH, MINN.....	73
DULUTH-SUPERIOR MILLING Co., UNITED STATES <i>v.</i>	111
DUNCAN, OKLA.....	81
DURHAM <i>v.</i> ILLINOIS CENTRAL R. Co.....	59, 189
EARNINGS AND EXPENSES OF RAILWAYS.....	151, 152, 154, 155
monthly reports of.....	150, 151
EAST ST. LOUIS, ILL.....	35, 36, 54, 59, 60, 74, 81, 82, 83, 85, 87
EAST TENNESSEE, VIRGINIA AND GEORGIA R. Co. <i>v.</i> INTERSTATE COMMERCE COMMISSION.....	12
EDWARDS <i>v.</i> NASHVILLE, CHATTANOOGA AND ST. LOUIS R. Co.....	65, 206
EGGS.....	53
ELBERON, N. J.....	48, 77
ELEVATOR CHARGES.....	56, 193
ELKHORN, WIS.....	73, 78
ELKINS LAW.....	107, 118
EL PASO AND SOUTHWESTERN R. Co., UNITED STATES <i>v.</i>	102, 103
EL PASO, TEX.....	55, 82
EMBARGO.....	64
EMPIRE, OHIO.....	47, 79
EMPLOYEES OF RAILWAYS.....	
casualties to.....	155, 156
compensation of.....	153
number of.....	153
EMPLOYEES OF THE COMMISSION.....	
compensation of.....	159
zeal and loyalty of.....	157
ENFORCEMENT OF THE CRIMINAL PROVISIONS OF THE ACT.....	107
ENGINEMEN, NUMBER OF.....	153
ENGLAND.....	125
ENGLISH COURTS.....	29
ENID, OKLA.....	34, 78, 121
ENTERPRISE MANUFACTURING Co. <i>v.</i> GEORGIA R. Co.....	43, 50, 195, 217
ENTERPRISE TRANSPORTATION Co.....	43, 71, 72, 73
<i>v.</i> Pennsylvania R. Co.....	71, 210
EQUIPMENT, RAILWAY.....	153
EQUIPMENT TRUST OBLIGATIONS.....	154
ERIE, KANS.....	54, 82
ESTIMATED WEIGHTS.....	55
EUFULA, ALA.....	58, 62
EUROPE.....	125
EVANS, JUDGE.....	136, 137
EVANSVILLE AND TERRE HAUTE R. Co.....	147
EWALD, FRANK G.....	124
EXAMINERS, SPECIAL.....	149

	Page:
EXCHANGE OF FREE TRANSPORTATION.....	27, 189
EXECUTIVE DEPARTMENTS, POWER OF CONGRESS TO DELEGATE DUTIES TO...	90
EXPENSES, EARNINGS AND.....	151, 152, 154, 155
monthly reports of.....	150, 151
EXPENSES, OPERATING.....	151, 155
EXPORT RATES.....	32, 33
EXPRESS COMPANIES.....	21, 38, 65
investigation of.....	21
EXPRESS, EARNINGS FROM.....	154
FACILITIES OF TRAFFIC.....	63, 95
undue discrimination in.....	63
FAIRMONT COAL CO. <i>v.</i> MERCHANTS COAL CO.....	89
FAITHORN, JOHN H.....	110
FALL RIVER.....	71
FARMERS, MERCHANTS AND SHIPPERS' CLUB	
<i>v.</i> Atchison, Topeka and Santa Fe R. Co.....	31, 211
Chicago, Rock Island and Pacific R. Co.....	31, 211
FARMERS WAREHOUSE CO. <i>v.</i> LOUISVILLE AND NASHVILLE R. CO.....	50, 217
FEDERAL AND STATE COMMISSIONS.....	142
FEDERAL GOVERNMENT.....	45, 101, 144, 145, 146, 149
FELLOWS COAL AND MATERIAL CO. <i>v.</i> MISSOURI PACIFIC R. CO.....	52, 220
FINAL (STATISTICAL) REPORT FOR THE YEAR ENDING JUNE 30, 1906.....	152-156
FIREMEN, NUMBER OF.....	153
FITZGERALD, GA.....	43, 79
FLORIDA.....	143, 152
FLOWERS.....	37
FOLSOM <i>v.</i> SOUTHERN R. CO.....	54, 193
FORMAL PROCEEDINGS.....	7, 227
FORT WORTH AND DENVER CITY R. CO., NOBLES BROTHERS GROCER CO. <i>v.</i> ...	30, 205
FORT WORTH, TEX.....	30, 31, 34, 35, 71, 78, 80, 121
FOURTH SECTION.....	49, 52, 53, 59, 62
FOURTH-TRACK MILEAGE.....	152
FRANCE.....	125
FREDERICK BRICK WORKS <i>v.</i> NORTHERN CENTRAL R. CO.....	48, 187
FREDERICK, MD.....	48, 77
FREEMAN, MO.....	55, 79
FREE PASSES AND FREE TRANSPORTATION.....	25, 98, 187, 189
FREEPORT, ILL.....	54, 82
FREIGHT	
carried.....	154
cars.....	153
earnings.....	151, 154
locomotives.....	153
revenue.....	154
FUEL CARS.....	67
FUNDED DEBT OF RAILWAYS.....	154
GAINESVILLE, TEX.....	34, 35, 80
GARDEN CITY, KANS.....	121
GALVESTON, HARRISBURG AND SAN ANTONIO R. CO., CATTLE RAISERS'	
ASSOCIATION OF TEXAS, <i>v.</i>	70, 188
GALVESTON, TEX.....	31, 32, 33, 36, 77, 80
GENEVA, N. Y.....	69, 82
GEORGIA.....	43, 79, 82, 84, 85, 143, 152
GEORGIA NORTHERN R. CO., OF GEORGIA.....	43
Holmes-Hartsfield Co. <i>v.</i>	43, 204
Southern Grocery Co. and Holmes-Hartsfield Co. <i>v.</i>	43, 204
GEORGIA R. CO.....	30, 43, 44
China and Japan Trading Co. <i>v.</i>	30, 44, 205
Enterprise Manufacturing Co. <i>v.</i>	43, 50, 195, 217
<i>v.</i> McLendon.....	94
GEORGIA R. R. AND BANKING CO.....	147
GOLDTHWAITE, TEX.....	92
GOULD LINES.....	23
GRAIN AND GRAIN PRODUCTS.....	31, 32, 33, 34, 36, 38, 40, 41, 42, 49, 51, 61, 87
GRANITE FALLS, MINN.....	53, 81

	Page.
GRANITEVILLE, S. C.....	63
GREAT BRITAIN.....	129, 130
GREAT LAKES.....	110
GREAT NORTHERN R. Co.....	51, 122
Cambria Steel Co. v.....	51, 218
United States v.....	111, 112
GREENVILLE, VA.....	39, 79
GROSSCUP, JUDGE.....	110
GROSS EARNINGS OF RAILWAYS.....	151, 154
GROUP RATES.....	62
GROVE CENTER, KY.....	49
GULF, COLORADO AND SANTA FE R. Co.....	30
Dallas Freight Bureau v.....	30, 204
v. Hefley.....	41
Texas.....	91
HADLEY, ST. LOUIS AND SAN FRANCISCO R. Co. v.....	93
HAGERMAN, NEW MEXICO.....	31
HALE-HALSELL GROCERY Co. v. MISSOURI, KANSAS AND TEXAS R. Co.....	54, 195
HAMBURGER, BALTIMORE AND OHIO R. Co. v.....	97
HARRELL v. MISSOURI, KANSAS AND TEXAS R. Co.....	35, 188
HARRIMAN, E. H.....	22
HARTH BROTHERS GRAIN Co. v. ILLINOIS CENTRAL R. Co.....	49, 216
HAY.....	87
HAY AND GRAIN CASE.....	87
HAZEL, JUDGE.....	109, 112, 113, 116
HEARINGS AND INVESTIGATIONS.....	121
HEFLEY, GULF, COLORADO AND SANTA FE R. Co. v.....	41
HELENA, GA.....	54, 82
HENDERSON, KY.....	49
HENSHAW, KY.....	49
HENRYETTA, IND. T.....	34
HERRIN, ILL.....	82
HILLSIDE, PA.....	37
HOCKESSIN, DEL.....	65, 82
HOCKING VALLEY R. Co., RAILROAD COMMISSION OF OHIO v.....	67, 213
HOGS.....	37
HOLCOMB-HAYES Co. v. ILLINOIS CENTRAL R. Co.....	54, 194
HOLLOW ROCK, TENN.....	74, 83
HOLMES-HARTSFIELD Co. v. GEORGIA NORTHERN R. Co.....	43, 204
HOLT, JUDGE.....	112, 113
HOMINY, OKLA.....	33
HONOR, MEDALS OF.....	139, 279
HOPE, ARK.....	74, 79
HOPE COTTON OIL Co. v. TEXAS AND PACIFIC R. Co.....	74, 207
HOPE LUMBER Co. v. MISSOURI, KANSAS AND TEXAS R. Co.....	55, 201
HOPKINSVILLE, KY.....	54, 82
HORSES.....	53
HOUGH, JUDGE.....	112
HOUSTON, TEX.....	62, 82, 121
HOWARD MILLS Co. v. MISSOURI PACIFIC R. Co.....	61, 207
HUDSON, S. DAK.....	92
HUMPHREY, JUDGE.....	137
HUTCHINSON, KANS.....	31
IDAHO.....	143, 152
ILLINOIS.....	54, 55, 83, 103, 115, 143, 152
ILLINOIS CENTRAL R. Co.....	37, 74, 122
Central Yellow Pine Association v.....	118
Durham v.....	59, 189
Harth Brothers Grain Co. v.....	49, 216
Holcomb-Hays Co. v.....	54, 194
Shiel & Co. v.....	37, 203
United States v.....	103, 136
v. Interstate Commerce Commission.....	11, 13, 86
McKendree.....	91
Waller & Co. v.....	49, 216
Waller, Young & Co. v.....	49, 216

	Page.
ILLINOIS MANUFACTURERS' ASSOCIATION.....	18
ILLINOIS RAILROAD AND WAREHOUSE COMMISSION.....	124
INCOME AND EXPENDITURES OF RAILWAYS FOR THE YEAR ENDING JUNE 30, 1907, PRELIMINARY REPORT ON THE.....	151, 152
bonds.....	154
from lease of road.....	155
operations.....	151, 155
other sources.....	152, 155
INDEX TO POINTS DECIDED BY THE COMMISSION.....	185
INDIANA.....	129, 143, 152
INDIANAPOLIS, IND.....	47, 78, 121
INDIAN TERRITORY.....	31, 33, 55, 78, 79, 82
INFORMAL COMPLAINTS.....	118, 299
INFORMAL REPARATION CLAIMS ALLOWED BY THE COMMISSION.....	299
INJUNCTION	
to restrain proposed rates.....	88
proceedings before the Commission.....	88
State rates and practices.....	93
INTEREST.....	155
INTERNATIONAL AND GREAT NORTHERN R. Co.....	70
INTERSTATE COMMERCE, POWER OF CONGRESS TO REGULATE.....	91
INTERSTATE COMMERCE COMMISSION	
appropriation for.....	159
cases involving enforcement of orders.....	84
Cincinnati, Hamilton and Dayton R. Co. v.....	12, 84
coal and oil investigation.....	21
complaints before.....	25, 227
court decisions affecting.....	84
criminal cases.....	105
decisions of.....	25
E. T. V. & G. R. Co. v.....	12
employees of.....	159
express companies, investigation.....	21
formal proceedings.....	7, 25, 227
hearings and investigations.....	121
Illinois Central R. Co. v.....	11, 13, 86
informal complaints.....	118, 299
jurisdiction.....	33, 34
names and compensation of employees.....	159
no power to restrain advance in rates.....	10
operating division.....	118
points decided by, during year.....	185
recommendations of.....	10, 21, 23, 126, 128, 130, 135, 149
rehearings.....	35, 42
reparation cases.....	299
special examiners.....	149
suits brought under safety-appliance law.....	132
Union Pacific investigation.....	22
IN THE MATTER OF	
allowances to elevators by the Union Pacific R. Co.....	56, 193
combinations and consolidations of carriers.....	22, 208
party-rate tickets.....	29, 194
railroad-telegraph contracts.....	25, 187
free transportation of newspaper employees.....	26, 187
right of railroad companies to exchange free transportation.....	27, 189
through routes and through rates.....	70, 75, 198
INTRASTATE RATES.....	93
INTRODUCTORY PAPER.....	5-9
administrative construction.....	5
advances in rates.....	8
car shortage.....	8
destruction of life in railway accidents.....	8
formal proceedings.....	7
voluntary adjustments.....	7
INVESTIGATION OF	
accidents.....	130
coal and oil.....	21
express companies.....	21

	Page.
INVESTIGATION OF UNION PACIFIC.....	22
INVESTIGATIONS AND HEARINGS.....	121
IOWA.....	77, 143, 146
IOWA CENTRAL R. Co., <i>Poor v.</i>	93
IRON.....	46
JACOBSON, WISCONSIN, MINNESOTA AND PACIFIC R. Co. <i>v.</i>	70
JAMESTOWN, R. I.	71, 72, 73, 80
JEWETT, KANS.	52, 83
JEWETT BROTHERS AND JEWETT <i>v.</i> CHICAGO, MILWAUKEE AND ST. PAUL R. Co.	88
JONHSTON, LARIMER DRY GOODS Co. <i>v.</i> Atchison, Topeka and Santa Fe R. Co.	35, 189, 200
New York and Texas Steamship Co.	36, 190
WABASH R. Co.	35, 190
JOHNSTON <i>v.</i> ST. LOUIS AND SAN FRANCISCO R. Co.	34, 192
JOHNSTOWN, PA.	51, 81
JOINT RATES.....	70
JONES <i>v.</i> ST. LOUIS AND SAN FRANCISCO R. Co.	68, 196
JOPLIN, MO.	54, 82
JUMPING ON OR OFF TRAINS, CASUALTIES RESULTING FROM.....	156
JURISDICTION OF THE COMMISSION OVER TERRITORIES.....	33, 34
KALAMAZOO, MICH.	73, 78
KALAMAZOO TANK AND SILO Co. <i>v.</i> MICHIGAN CENTRAL R. Co.	73, 197
KANKAKEE, ILL.	51
KANSAS.....	31, 32, 33, 55, 61, 77, 82, 83, 101, 137, 143
KANSAS CITY, KANS.	32, 57, 110, 111
KANSAS CITY, MO.	21, 23, 30, 31, 32, 35, 36, 37, 51, 52, 53, 54, 55, 56, 57, 60, 62, 78, 79, 80, 81, 82, 83, 91, 92, 107, 110, 121
KANSAS CITY SOUTHERN R. Co., DESEL-BOETTCHER Co. <i>v.</i>	62, 203
KENTUCKY.....	54, 81, 82, 103, 143
KEOKUK, IOWA.....	74, 75
KEYSTONE LUMBER Co., YAZOO AND MISSISSIPPI VALLEY R. Co. <i>v.</i>	98
LAKE MICHIGAN.....	73
LAKE SHORE AND MICHIGAN SOUTHERN R. Co.	114, 123
LANDIS, JUDGE.....	109, 113, 114, 137
LANGLEY, S. C.	63
LANING-HARRIS COAL AND GRAIN Co. <i>v.</i> ATCHISON, TOPEKA AND SANTA Fe R. Co.	51, 219
LA SALLE AND BUREAU COUNTY RAILROAD Co.	122
LAREDO, TEX.	70
LITTLE ROCK, ARK.	62, 121
LEAD, S. DAK.	50, 83, 121
LEAD COMMERCIAL CLUB <i>v.</i> CHICAGO AND NORTHWESTERN R. Co.	50, 217
LEAVENWORTH, KANS.	57
LEDYARD, IOWA.....	50, 81
LEHIGH, IND. T.	34
LEHIGH VALLEY R. Co., BARDEN AND SWARTHOUT <i>v.</i>	69, 201
LEONARD <i>v.</i> CHICAGO, MILWAUKEE AND ST. PAUL R. Co.	51, 220
LEWIS, JUDGE.....	136, 137
LOCAL RATES.....	71, 73, 74, 76, 77
LOCHLAND, KY.	59, 60, 81
LOCHREN, JUDGE.....	94
LOCOMOTIVES.....	153
LOGAN COAL Co. <i>v.</i> PENNSYLVANIA R. Co.	96
LONG AND SHORT HAUL SECTION.....	49, 52, 53, 59, 62
LONG ISLAND SOUND.....	71
LOS ANGELES, CAL.	22, 121
LOUISIANA.....	31, 74, 79, 86, 88, 143, 152
LOUISVILLE AND NASHVILLE R. Co.	147
Bitterman <i>v.</i>	108
Commercial and Industrial Association of Union Springs <i>v.</i>	62, 212
Farmers Warehouse Co. <i>v.</i>	50, 217
Manufacturers' Club of Terre Haute <i>v.</i>	54, 198
Mottley <i>v.</i>	98
Tomlin-Harris Machine Co. <i>v.</i>	45, 195
United States <i>v.</i>	103
<i>v.</i> Behlmer.....	12

	Page.
LOUISVILLE, KY.....	43, 59, 60, 79, 81, 103, 121
LOUP CREEK COLLIERY Co. v. VIRGINIAN R. Co.....	76, 219
LUMBER.....	31, 85, 86, 87
LURAY, VA.....	39, 79
McALESTER, OKLA.....	34, 54, 82, 121
McCALL, JUDGE.....	134
McCAULL-DINSMORE Co., UNITED STATES v.....	111
MCDADE, CHOCTAW, OKLAHOMA AND GULF R. Co. v.....	100
McKENDREE, ILLINOIS CENTRAL R. Co. v.....	91
McLAUGHLIN BROTHERS v. ADAMS EXPRESS Co.....	53, 220
McLENDON, GEORGIA RAILROAD Co. v.....	94
McNEILL, SOUTHERN R. Co. v.....	93
McPHERSON, JUDGE.....	134, 137
MCRAE, GA.....	54, 70, 82
MCRAE GROCERY Co. v. SOUTHERN R. Co.....	54, 193
MCRAE TERMINAL Co. v. SOUTHERN R. Co.....	70, 208
MACON, GA.....	42, 46, 79, 121
MAIL, EARNINGS FROM.....	154
MAINE.....	143
MANUFACTURERS' CLUB OF TERRE HAUTE v. LOUISVILLE AND NASHVILLE R. Co.....	54, 198
MARQUETTE, NEBR.....	80
MARYLAND.....	96, 97, 143
MASON CITY, IOWA.....	121
MASON v. CHICAGO, ROCK ISLAND AND PACIFIC R. Co.....	48, 191
MASSACHUSETTS.....	129, 143
MASTER CAR BUILDERS' ASSOCIATION.....	51, 134
MATTING AND RUGS.....	73
MAXEY, JUDGE.....	137
MEDALS OF HONOR.....	139, 279
MEMPHIS, TENN.....	43, 62, 79, 83, 121, 122
MERCHANTS COAL Co., FAIRMONT COAL Co. v.....	88
MERIDIAN, MISS.....	92
MICHIE v. NEW YORK, NEW HAVEN AND HARTFORD R. Co.....	97
MICHIGAN.....	143, 152
MICHIGAN CENTRAL R. Co., KALAMAZOO TANK AND SILO Co. v.....	73, 197
MILEAGE, RAILWAY.....	151, 152
MILLER BROTHERS v. ATCHISON, TOPEKA AND SANTA FE R. Co.....	54, 198
MINERAL, KANS.....	55, 79
MINIMUM CARLOAD WEIGHTS.....	50, 51
MINNEAPOLIS AND ST. LOUIS R. Co., UNITED STATES v.....	111
MINNEAPOLIS, MINN.....	33, 37, 50, 81, 121
MINNESOTA.....	93, 106, 109, 129, 143, 152
MISCELLANEOUS OBLIGATIONS.....	154
MISSISSIPPI.....	98, 143, 152
MISSISSIPPI RIVER.....	48
MISSOURI.....	34, 82, 107, 143
MISSOURI RIVER.....	30, 32, 36, 48
MISSOURI AND KANSAS SHIPPERS' ASSOCIATION v. MISSOURI, KANSAS AND TEXAS R. Co.....	52, 220
MISSOURI, KANSAS AND TEXAS R. Co.....	33, 34, 58
Blackwell Milling and Elevator Co. v.....	33, 188
Dallas Freight Bureau v.....	48, 215
Hale-Halsell Grocery Co. v.....	54, 195
Harrell v.....	35, 188
Hope Lumber Co. v.....	55, 201
Missouri & Kansas Shippers' Association v.....	52, 220
Muskogee Commercial Club v.....	57, 209
Muskogee Traffic Bureau v.....	57, 209
Ponca City Milling Co. v.....	33, 188
Wilhoit v.....	54, 196, 198
MISSOURI PACIFIC R. Co.....	
Brinkmeier v.....	137
City council of Atchison, Kansas. v.....	56, 194, 207
Fellows Coal and Material Co. v.....	52, 220
Howard Mills Co. v.....	61, 207
v. Brinkmeier.....	101, 137
Wilhoit v.....	54, 196

	Page.
MITCHELL <i>v.</i> ATCHISON, TOPEKA AND SANTA FE R. Co.....	34, 210
MIXED CARLOADS.....	49
MONTANA.....	143
MONTHLY REPORTS OF RAILWAYS.....	146, 150, 151
MONTGOMERY, ALA.....	58, 62
MOON, D. C.....	123
MORGANFIELD, KY.....	49
MORRIS & Co. <i>v.</i> UNITED STATES.....	107
MORRIS, JUDGE.....	109, 111, 113
MORSE PRODUCE Co. <i>v.</i> CHICAGO, MILWAUKEE AND ST. PAUL R. Co.....	53, 220
MORTGAGE BONDS.....	154
MOTLEY <i>v.</i> LOUISVILLE AND NASHVILLE R. Co.....	98
MOULTRIE, GA.....	43, 79
MOUNT HOLLY, N. J.....	38, 39
MUGG, TEXAS AND PACIFIC R. Co. <i>v.</i>	41
MUNGER, JUDGE.....	137, 138
MUSKOGEE, OKLA.....	57, 58, 79, 121
MUSKOGEE COMMERCIAL CLUB <i>v.</i> MISSOURI, KANSAS AND TEXAS R. Co.....	57, 209
MUTUAL TRANSIT Co.....	110
NARRAGANSETT FERRY COMPANY.....	72
NASHVILLE, TENN.....	43, 62, 79, 83
NASHVILLE, CHATTANOOGA AND ST. LOUIS R. Co. <i>Edwards v.</i>	65, 206
<i>Omaha Cooperage Co. v.</i>	74, 206
NATIONAL ASSOCIATION OF RAILWAY COMMISSIONERS.....	144, 145, 156
NATIONAL EDUCATIONAL ASSOCIATION.....	122
NATIONAL GOVERNMENT.....	91
NATIONAL PETROLEUM ASSOCIATION <i>v.</i> PENNSYLVANIA R. Co.....	54, 197
NAVIGATION COMPANY.....	72, 73
NEBRASKA.....	40, 42, 77, 102, 138, 143
NET EARNINGS.....	151, 155
monthly reports of.....	150, 151
NEVADA.....	143, 152
NEWARK, N. J.....	39, 79
NEW ENGLAND.....	44, 82
NEW ENGLAND NAVIGATION Co.....	71
NEW HAMPSHIRE.....	143
NEW JERSEY.....	78, 111, 144, 146
NEW MEXICO.....	31, 71, 80, 102, 144, 152
NEW ORLEANS, LA.....	50, 54, 70, 77, 81, 82
NEWPORT AND JAMESTOWN FERRY Co.....	72
NEWPORT, R. I.....	71, 72, 73
NEWSPAPER EMPLOYEES, <i>in re</i>	26, 187
NEW YORK.....	36, 63, 79, 87, 97, 99, 109, 129, 144
NEW YORK AND TEXAS STEAMSHIP Co., JOHNSTON-LARIMER DRY GOODS Co. <i>v.</i>	36, 190
NEW YORK CENTRAL AND HUDSON RIVER R. Co.....	23, 113, 116, 117, 124
<i>United States v.</i>	112
NEW YORK, NEW HAVEN AND HARTFORD R. Co.....	26
<i>Michie v.</i>	97
NEW YORK, N. Y.....	27,
36, 37, 38, 39, 42, 44, 47, 53, 55, 64, 71, 72, 79, 80, 81, 82, 83, 107, 111, 121	
NEW YORK TEAM OWNERS' ASSOCIATION <i>v.</i> SOUTHERN PACIFIC Co.....	64, 202
NIELD <i>v.</i> CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA R. Co.....	69, 202
NOBLES BROTHERS GROCER Co. <i>v.</i> FORT WORTH AND DENVER CITY R. Co..	30, 205
NORFOLK AND WESTERN R. Co.....	39
NORTH ATLANTIC PORTS.....	62
NORTH CAROLINA.....	12, 93, 95, 98, 101, 144, 152
NORTH CAROLINA CORPORATION COMMISSION, ATLANTIC COAST LINE R. Co. <i>v.</i>	12, 95
NORTH DAKOTA.....	77, 144, 152
NORTHERN CENTRAL R. Co., FREDERICK BRICK WORKS <i>v.</i>	48, 187
NORTHERN PACIFIC R. Co., PERKINS <i>v.</i>	93
NORTHWESTERN PACIFIC R. Co.....	23
NORWOOD, N. Y.....	112, 113
NOTICE, LESS THAN STATUTORY.....	15
NOWATA, IND. T.....	35, 82

	Page.
NUMBER OF EMPLOYEES OF THE COMMISSION.....	159
OAKDALE, TENN.....	45
OAK STAVES AND HEADINGS.....	74
OFFICIAL CLASSIFICATION.....	18, 19, 39, 47, 49, 84, 85
OGDEN, UTAH.....	23
OHIO.....	54, 82, 144
OHIO RIVER.....	12, 84, 85, 87
OHSMAN & EFFRON <i>v.</i> CHICAGO, ROCK ISLAND AND PACIFIC R. Co.....	54, 191
OIL.....	35
OIL AND COAL INVESTIGATION.....	21
OIL CITY, PA.....	54, 82
OKLAHOMA.....	33, 34, 77, 80, 144, 152
OKLAHOMA CITY, OKLA.....	34, 35, 80, 81, 121
OLEAN, N. Y.....	112, 113, 116, 117, 118
OMAHA COOPERAGE Co. <i>v.</i> NASHVILLE, CHATTANOOGA AND ST. LOUIS R. Co.....	74, 206
OMAHA GRAIN EXCHANGE <i>v.</i> UNION PACIFIC R. Co.....	61, 191
OMAHA, NEBR.....	21, 35, 50, 61, 75, 82, 121
OPELIKA, ALA.....	62
OPERATING DIVISION OF THE COMMISSION.....	118
OPERATING EXPENSES.....	151, 155
ratio of, to earnings.....	151, 154
OPINIONS OF COURTS IN CRIMINAL CASES.....	107
ORDERS OF THE COMMISSION, CASES INVOLVING.....	77, 81, 84
against defendants.....	77
dismissing complaints.....	81
OREGON.....	23, 77, 144
OREGON RAILROAD AND NAVIGATION Co.....	23
OREGON SHORT LINE R. Co.....	23
ORIENT.....	30, 44, 82
PACIFIC COAST JOBBERS AND MANUFACTURERS' ASSOCIATION <i>v.</i> SOUTHERN PACIFIC Co.....	39, 209
PACIFIC COAST POINTS.....	30, 43, 44, 50, 53, 54, 82, 83
PACIFIC MAIL STEAMSHIP Co.....	22
PAGE, W. VA.....	76, 83
PALMER, LOWELL M.....	111
PAPER MILLS Co. <i>v.</i> PENNSYLVANIA R. Co.....	49, 216
PARCELS EXPRESS.....	65
PARMELEE COMPANY, <i>In re</i>	27
PARTY-RATE TICKETS, <i>In re</i>	29, 194
PASSENGER	
cars.....	153
earnings.....	151, 154
locomotives.....	153
miles accomplished per passenger locomotive.....	153
revenue.....	154
PASSENGERS.....	25-29, 46, 65, 98
carried.....	154
casualties to.....	156
colored.....	65
PASSES. (<i>See</i> FREE PASSES AND FREE TRANSPORTATION.)	
PAWNEE JUNCTION, ILL.....	82
PAYNE <i>v.</i> ATCHISON, TOPEKA AND SANTA FE R. Co.....	55, 200
PEACHES.....	42
PEAVEY ELEVATORS.....	56
PEMBERTON, N. J.....	38, 39, 78
PENNSYLVANIA.....	54, 78, 79, 82, 99, 100, 111, 117, 137, 144, 152
PENNSYLVANIA LINES WEST OF PITTSBURG.....	123
PENNSYLVANIA R. Co.....	38, 39, 71, 72, 73, 80, 96, 116, 117
<i>De Cou v.</i>	38, 198
Enterprise Transportation Co. <i>v.</i>	71, 210
Logan Coal Co. <i>v.</i>	96
Petroleum Association <i>v.</i>	54, 197
Paper Mills Co. <i>v.</i>	49, 216
Rau <i>v.</i>	39, 202
Stowe-Fuller Co. <i>v.</i>	47, 203
United States <i>v.</i>	112, 113
PERCENTAGE OF OPERATING EXPENSES TO EARNINGS.....	151, 154

	Page.
PERKINS <i>v.</i> NORTHERN PACIFIC R. Co.....	93
PERMANENT IMPROVEMENTS CHARGED TO INCOME ACCOUNT.....	155
PHILADELPHIA AND READING R. Co.....	123
Rogers & Co. <i>v.</i>	64, 208
PHILADELPHIA, PA.....	37, 42, 63, 64, 65, 72, 79, 80, 82, 110, 139
PHILLIPS, JUDGE.....	136
PHILLIPS, NEBR.....	80
PHOENIX, ARIZ.....	61
PIPESTONE, MINN.....	53
PITCAIRN COAL Co. <i>v.</i> BALTIMORE AND OHIO R. Co.....	95
PITTSBURG, PA.....	54, 82
PITTSBURG, SHAWMUT AND NORTHERN R. Co., CENTRAL TRUST Co. <i>v.</i> ...	97
POINTS DECIDED BY THE COMMISSION DURING THE YEAR.....	185
PONCA CITY MILLING Co. <i>v.</i> MISSOURI, KANSAS AND TEXAS R. Co.....	33, 188
POOR GRAIN Co. <i>v.</i> CHICAGO, BURLINGTON AND QUINCY R. Co.....	40, 214, 218
POOR <i>v.</i> IOWA CENTRAL R. Co.....	93
PORTLAND, OREG.....	121
POSTAL TELEGRAPH COMPANY.....	25
POSTING TARIFFS AT STATIONS.....	16
POSTMASTER-GENERAL.....	133
POWER OF ATTORNEY FOR JOINT TARIFFS.....	15
POWER OF CONGRESS	
to delegate certain duties to Executive Departments.....	90
regulate interstate commerce.....	91
PRACTICES IN STATES.....	93
PRELIMINARY REPORT ON THE INCOME AND EXPENDITURES OF RAILWAYS FOR THE YEAR ENDING JUNE 30, 1907.....	151, 152
PRESIDENT OF THE UNITED STATES.....	115, 139
PRESTON AND DAVIS <i>v.</i> DELAWARE, LACKAWANNA AND WESTERN R. Co.....	63, 87, 194
PRIVATE CARS.....	67
PRIVILEGES IN CONNECTION WITH TRANSPORTATION.....	15, 16
PRODUCERS' PIPE LINE Co. <i>v.</i> ST. LOUIS, IRON MOUNTAIN AND SOUTHERN R. Co.....	35, 200
PROPERTY, RAILWAY, VALUATION OF.....	149
PROPOSED RATES, INJUNCTION TO RESTRAIN.....	88
PROSECUTIONS, DIVISION OF.....	105
PROVIDENCE, R. I.....	63
PUBLIC SERVICE OF RAILWAYS.....	154
PUEBLO, COLO.....	121
PURNELL, JUDGE.....	137
QUANAH, TEX.....	60, 78
QUARTERLY ACCIDENT BULLETIN No. 24.....	127
QUIMBY <i>v.</i> CLYDE STEAMSHIP Co.....	62, 213
QUITMAN, GA.....	43, 79
RAILROAD COMMISSION OF ALABAMA, SEABOARD AIR LINE R. Co. <i>v.</i>	94
RAILROAD COMMISSION OF ARKANSAS <i>v.</i> ST. LOUIS AND NORTH ARKANSAS R. Co.....	46, 205
RAILROAD COMMISSION OF MISSISSIPPI, ALABAMA AND VICKSBURG R. Co. <i>v.</i> ...	92
RAILROAD COMMISSION OF OHIO.....	96, 97
<i>v.</i> Hocking Valley R. Co.....	67, 213
Wheeling and Lake Erie R. Co.....	67, 213
RAILROAD GAZETTE.....	124
RAILROAD-TELEGRAPH CONTRACTS.....	25, 187
RAILWAYS	
accidents on.....	8, 127, 130, 155, 156, 279
capitalization of.....	153
equipment of.....	153
mileage of.....	151, 152
number of employees on.....	153
public service of.....	154
revenue from operation of.....	151, 154
statistics of.....	150-156
stocks and bonds owned by railway corporations.....	154
RATES	
advances in.....	8-14
alfalfa.....	31
apples.....	31, 55, 62

RATES—Continued.

	Page.
bags.....	39
beef cattle.....	70, 71
brick.....	48
brick machinery.....	59
butter.....	53
cement plaster.....	60
class.....	31, 43, 50, 62
classification of.....	46
coal.....	31, 34, 48, 52
combination.....	71, 73, 74, 76, 77
contract.....	41
cotton goods.....	35, 36, 43, 44, 50
cotton piece goods.....	30
cotton seed.....	74
eggs.....	53
export.....	32, 33
flowers.....	37
grain and grain products.....	31, 32, 33, 34, 36, 38, 40, 41, 42, 49, 51, 61, 87
group.....	62
hay.....	87
hogs.....	37
horses.....	53
joint.....	70
iron.....	46
local.....	71, 73, 74, 76, 77
lumber.....	31, 85, 86, 87
matting and rugs.....	73
mixed carload.....	49
oil.....	35
passenger.....	29, 46, 65
peaches.....	42
proposed.....	88
reasonable.....	30-53, 88
salt.....	31, 50
silos.....	73
State.....	93
steel rails.....	51
strawberries.....	45
undue discrimination in.....	59
unreasonable.....	30-53, 88
RATE SCHEDULES AND APPLICATION OF RATES.....	14-18
administrative rulings.....	14
definiteness, clearness, and simplicity.....	14
less than statutory notice.....	15
number of concurrences.....	15
number of tariff publications.....	15
posting tariffs at stations.....	16
power of attorney.....	15
privileges in connection with transportation.....	15, 16
voluminous and contradictory.....	14
RATIO OF OPERATING EXPENSES TO EARNINGS.....	151, 154
RAU v. PENNSYLVANIA R. Co.....	39, 202
REASONABLE RATES.....	30-53, 88
REBATES.....	107-118
RECEIVERS.....	
mileage of roads operated by.....	153
number of roads in hands of.....	153
RECOMMENDATIONS OF THE COMMISSION.....	10, 21, 23, 126, 128, 130, 135, 149
RECONSIGNMENT CHARGES.....	36, 87
RECORD OF CRIMINAL CASES.....	105, 289
REFRIGERATION CHARGES.....	42
REHEARINGS.....	35, 42, 57
RELIEF FROM UNREASONABLE RATES BEFORE COMMISSION ONLY.....	83
RENTS PAID FOR LEASE OF ROAD.....	155
REPARATION.....	33, 41, 42, 45, 48, 49, 50, 51, 55, 60, 73, 77, 299
REPORTS, SPECIAL AND MONTHLY.....	146

	Page.
RESTRAINT OF ADVANCES IN RATES PENDING PROCEEDINGS.....	9-14
Commission has no such power.....	10
decisions of Supreme Court.....	10-14
power of courts.....	10
recommendations.....	10
right to initiate rates.....	9
REVENUE	
per passenger per mile.....	154
per ton per mile.....	154
REVISED STATUTES OF THE UNITED STATES.....	111, 112
RHODE ISLAND.....	144
RICE, F. C.....	123
RIVERSIDE MILLS <i>v.</i> SOUTHERN R. Co.....	44, 213
ROANOKE, VA.....	121
ROCHESTER, N. Y.....	112, 121
ROCK ISLAND LINES.....	32, 146
ROGERS & Co. <i>v.</i> PHILADELPHIA AND READING R. Co.....	64, 208
ROSWELL COMMERCIAL CLUB <i>v.</i> ATCHISON, TOPEKA AND SANTA FE R. Co.....	31, 211
ROUTES, THROUGH.....	70
RUTLAND R. Co.....	117
RUTLAND, VT.....	113, 116
SAFETY APPLIANCES.....	99-105, 132-139, 279
medals of honor.....	139, 279
ST. JOSEPH, MO.....	48, 54, 82, 83
ST. LOUIS, MO.....	23, 30, 31, 34, 35, 36, 37, 48, 54, 60, 62, 78, 79, 80, 81, 82, 83, 85, 121
ST. LOUIS AND NORTH ARKANSAS R. Co., ARKANSAS RAILROAD COMMISSION <i>v.</i>	46, 205
ST. LOUIS AND SAN FRANCISCO R. Co.....	34, 147
Coffeyville Vitrified Brick & Tile Co., <i>v.</i>	77, 221
Johnston <i>v.</i>	34, 192
Jones <i>v.</i>	68, 196
Texas Cement Plaster Co. <i>v.</i>	60, 191
<i>v.</i> Hadley.....	93
ST. LOUIS HAY & GRAIN Co., SOUTHERN R. Co.....	87
ST. LOUIS, IRON MOUNTAIN AND SOUTHERN R. Co.....	35, 74
Producers' Pipe Line Co. <i>v.</i>	35, 200
United States <i>v.</i>	101, 134
ST. LOUIS, SAN FRANCISCO AND TEXAS R. Co., TEXAS CEMENT PLASTER Co. <i>v.</i>	60, 191
ST. PAUL, MINN.....	53, 73, 78, 121
SALARIES AND MAINTENANCE OF ORGANIZATION.....	155
SALT.....	31, 50
SALT LAKE, UTAH.....	22, 23
SANBORN, JUDGE.....	136
SAN FRANCISCO, CAL.....	22, 23, 40, 43, 77, 80, 121, 153
SAN PEDRO, CAL.....	22
SAN PEDRO, LOS ANGELES AND SALT LAKE R. Co.....	22, 23
SANS BOIS, IND. T.....	34
SANTA BARBARA, CAL.....	53, 83, 121
SANTA FE SYSTEM.....	30, 32
SAVANNAH RIVER.....	63
SCHEDULES OF RATES. (<i>See</i> RATE SCHEDULES.)	
SCHLEMMER <i>v.</i> BUFFALO, ROCHESTER AND PITTSBURG R. Co.....	99, 137
SCHOYER, A. M.....	123
SCHWARZSCHILD & SULZBERGER Co.....	110, 111
SEABOARD AIR LINE R.	
<i>v.</i> Railroad Commission of Alabama.....	94
Seegers.....	95
SEAMAN, JUDGE.....	110
SEATTLE, WASH.....	51, 81, 121
SECOND-TRACK MILEAGE.....	152
SECRETARY OF AGRICULTURE.....	91
SECRETARY OF WAR.....	90
SEEGERS, SEABOARD AIR LINE RY. <i>v.</i>	95
SELMA, N. C.....	95
SHIEL & Co. <i>v.</i> ILLINOIS CENTRAL R. Co.....	37, 203
SHREVEPORT, LA.....	74
SILLOAM SPRINGS, ARK.....	62, 82

	Page.
SILOS.....	73
SINGLE-TRACK MILEAGE.....	151, 152
SIoux CITY COMMERCIAL CLUB <i>v.</i> CHICAGO, MILWAUKEE AND ST. PAUL R. Co.....	55, 207
SIoux CITY, IOWA.....	55, 83, 112
SIoux FALLS, S. DAK.....	69, 121
SOAP CLASSIFICATION CASE.....	84
SOCIETY OF AMERICAN FLORISTS AND ORNAMENTAL HORTICULTURISTS <i>v.</i> UNITED STATES EXPRESS Co.....	37, 194
SOMERVILLE, N. J.....	37
SOUTH CAROLINA.....	43, 82, 95, 144
SOUTH CAROLINA AND GEORGIA R. Co.....	29, 63
SOUTH DAKOTA.....	152
SOUTHERN CLASSIFICATION.....	39, 49, 83
SOUTHERN GROCERY CO. AND HOLMES-HARTSFIELD CO. <i>v.</i> GEORGIA NORTH- ERN R. Co., OF GEORGIA.....	43, 204
SOUTHERN PACIFIC Co.....	21, 23, 40, 42, 64, 79
Commercial Club of Santa Barbara, Cal., <i>v.</i>	53, 221
New York Team Owners' Association <i>v.</i>	64, 202
Pacific Coast Jobbers and Manufacturers' Association <i>v.</i>	39, 209
United States <i>v.</i>	102
SOUTHERN R. Co.....	29, 39, 44, 63, 70, 87, 95, 147
Folsom <i>v.</i>	54, 193
McRae Grocery Co. <i>v.</i>	54, 193
McRae Terminal Co. <i>v.</i>	70, 208
Riverside Mills <i>v.</i>	44, 213
Tift <i>v.</i>	85, 118
<i>v.</i> McNeill.....	93
St. Louis Hay and Grain Co.....	87
Warren Manufacturing Co. <i>v.</i>	29, 44, 212
SOUTH McALESTER, OKLA.....	57, 58, 79
SOUTH OMAHA, NEBR.....	61, 74, 82, 83
SPECIAL AND MONTHLY REPORTS.....	146
SPECIAL EXAMINERS.....	149
SPOKANE, WASH.....	121
SPRINGFIELD, MASS.....	26, 27
SPRINGFIELD, Mo.....	54, 82
STANDARD OIL Co.....	63, 114, 118
of Indiana.....	116
New Jersey.....	116
New York.....	117
United States <i>v.</i>	113, 114, 115
STANLEY, VA.....	39, 79
STATE RATES AND PRACTICES.....	93
STATE TOLL.....	40
STATION	
establishment of.....	68
posting tariffs at.....	16
STATISTICS OF RAILWAYS.....	150-156
accidents.....	155, 156
capitalization of railway property.....	153
earnings and expenses.....	151, 154
employees.....	153
equipment.....	153
final report for year ending June 30, 1906.....	152-156
mileage.....	151, 152
preliminary report on the income and expenditures of railways for the year ending June 30, 1907.....	151, 152
public service.....	154
STEEL RAILS.....	51
STONE & Co. <i>v.</i> ATLANTIC COAST LINE R. Co.....	98
STOPPAGE IN TRANSIT.....	37
STOWE-FULLER Co. <i>v.</i> PENNSYLVANIA Co.....	47, 203
STRASBURG, OHIO.....	47, 79
STRAWBERRIES.....	45
SUPREME COURT OF THE UNITED STATES.....	11, 12, 13, 29, 41, 60, 62, 66, 70, 84, 85, 86, 87, 88, 89, 90, 91, 92, 95, 99, 100, 101, 108, 110, 115, 118, 137

	Page
SURPLUS FROM THE OPERATION OF RAILWAYS.....	152, 155
SWIFT & Co. <i>v.</i> UNITED STATES.....	107
SWITCH CONNECTIONS.....	69, 70
SWITCHING CHARGES.....	52, 61
SYNOPSIS OF REPLIES OF STATE COMMISSIONS.....	143
SYRACUSE, N. Y.....	121
TACOMA, WASH.....	121
TARIFFS	
number of.....	15
number of concurrences.....	15
posting at stations.....	16
TAXES.....	152, 155
TELEGRAPH COMPANIES, <i>In re.</i>	25, 187
TENNESSEE.....	74, 91, 101, 144, 152
TERMINAL FACILITIES.....	51, 63, 64, 87
TERRE HAUTE, IND.....	54, 82
TERRITORY, JURISDICTION OF COMMISSION WITHIN.....	33, 34
TERRITORY OF OKLAHOMA <i>v.</i> CHICAGO, ROCK ISLAND AND PACIFIC R. Co....	33, 212
TEXARKANA, TEX.....	74, 92
TEXAS.....	31, 32, 35, 48, 55, 62, 70, 71, 77, 78, 80, 82, 89, 92, 103, 144, 152
TEXAS AND PACIFIC R. Co.	
American National Live Stock Association <i>v.</i>	71, 188
Birmingham Packing Co. <i>v.</i>	71, 188
Hope Cotton Oil Co. <i>v.</i>	74, 207
Mugg.....	41
<i>v.</i> Abilene Cotton Oil Co.....	11, 42, 88
Cisco Oil Mills.....	90
TEXAS BURNT DISTRICT.....	30
TEXAS CEMENT PLASTER Co. <i>v.</i> ST. LOUIS AND SAN FRANCISCO R. Co.....	60, 191
TEXAS COMMON POINT TERRITORY.....	30, 48
TEXAS, GULF, COLORADO AND SANTA FE R. Co. <i>v.</i>	91
TEXAS-MEXICAN R. Co., UNITED STATES <i>v.</i>	137
THIRD-TRACK MILEAGE.....	152
THOMASVILLE, GA.....	43, 79
THROUGH ROUTES AND JOINT RATES.....	70, 75, 198
TICKETS, PARTY RATE.....	29, 194
TIFTON, GA.....	43, 79
TIFT, SOUTHERN R. Co. <i>v.</i>	85, 118
TOMLIN-HARRIS MACHINE Co. <i>v.</i> LOUISVILLE AND NASHVILLE R. Co.....	45, 195
TON-MILES ACCOMPLISHED PER FREIGHT LOCOMOTIVE.....	153
TONNAGE OF RAILWAYS.....	154
TOPEKA, KANS.....	36, 121
TRAFFIC FACILITIES.....	95
TRAIN ACCIDENTS—THE BLOCK SYSTEM.....	127
TRAIN BRAKES, EQUIPMENT FITTED WITH.....	155
TRAINMEN, CASUALTIES TO.....	155, 156
TRANS-ATLANTIC STEAMSHIP LINES.....	122
TRANSFER COMPANIES.....	27
TRANSPORTATION, FREE.....	25
TROY, ALA.....	58
UNDUE DISCRIMINATION IN RATES AND FACILITIES.....	59
UNIFORM BILLS OF LADING.....	18
UNIFORM CLASSIFICATION.....	19, 157
UNIFORM SYSTEM OF RAILWAY ACCOUNTS.....	139-150
board of special examiners.....	149
cooperation of Federal and State commissions.....	142
special and monthly reports.....	146
synopsis of replies of State commissions.....	143
valuation of railway property.....	149
UNION BRIDGE Co. <i>v.</i> UNITED STATES.....	90
UNION PACIFIC INVESTIGATION.....	22
UNION PACIFIC R. Co.....	22, 23, 42, 56
Omaha Grain Exchange <i>v.</i>	61, 191
<i>v.</i> United States.....	13
UNION SPRINGS, ALA.....	58, 62, 83

	Page.
UNIONTOWN, KY.....	49
UNITED STATES	
Armour Packing Co. v.....	107
Cudahy Packing Co. v.....	107
Morris & Co. v.....	107
Swift & Co. v.....	107
Union Bridge Co. v.....	90
Union Pacific R. Co. v.....	13
v. Ames-Brook Co.....	111
Atchison, Topeka and Santa Fe R. Co.....	101, 108
Atlantic Coast Line R. Co.....	100
Baltimore and Ohio R. Co.....	109
Camden Iron Works.....	109
Chicago and Alton R. Co.....	110
Chicago, Burlington and Quincy R. Co.....	102
Chicago, Milwaukee and St. Paul R. Co.....	134
Chicago, St. Paul, Minneapolis and Omaha R. Co.....	111, 113
Colorado and Northwestern R. Co.....	104, 136
Delaware, Lackawanna and Western R. Co.....	111, 113
Duluth-Superior Milling Co.....	111
El Paso and Southwestern R. Co.....	102, 103
Great Northern R. Co.....	111, 112
Illinois Central R. Co.....	103, 136
Louisville and Nashville R. Co.....	103
McCaull-Dinsmore Co.....	111
Minneapolis and St. Louis R. Co.....	111
New York Central and Hudson River R. Co.....	112
Pennsylvania R. Co.....	112, 113
St. Louis, Iron Mountain and Southern R. Co.....	101, 134
Southern Pacific Co.....	102
Standard Oil Co.....	113, 114, 115
Texas-Mexican R. Co.....	137
Vacuum Oil Co.....	112, 113, 116
Wabash R. Co.....	101, 103
Wisconsin Central R. Co.....	111
UNITED STATES EXPRESS CO., SOCIETY OF AMERICAN FLORISTS AND ORNA- MENTAL HORTICULTURISTS v.....	37, 194
UNITED STATES SENATE.....	19, 21
UNITED STATES SUPREME COURT.....	11, 12, 13, 29, 41, 60, 62, 66, 70, 84, 85, 86, 87, 88, 89, 90, 91, 92, 95, 99, 100, 101, 108, 110, 115, 118 137
UNIVERSITY OF MICHIGAN.....	124
UNREASONABLE RATES.....	30-53, 88
UTAH.....	75, 144
VACUUM OIL CO., UNITED STATES v.....	112, 113, 116
VALDOSTA, GA.....	43, 79
VALUATION OF RAILROAD PROPERTY.....	149, 157
VAN CAMP BURIAL VAULT CO. v. CHICAGO, INDIANAPOLIS AND LOUISVILLE R. Co.....	46, 192
VANDEVANER, JUDGE.....	136
VENTURA, CAL.....	121
VERMONT.....	144
VICKSBURG, MISS.....	92
VICKSBURG, SHREVEPORT AND PACIFIC RAILROAD.....	92
VIRGINIA.....	39, 54, 82, 97, 132, 144, 152
VIRGINIAN R. CO., LOUP CREEK COLLIERY CO. v.....	76, 219
VOLUNTARY ADJUSTMENT UNDER AMENDED LAW.....	7, 54
WABASH R. CO.	
Johnston-Larimer Dry Goods Co. v.....	35, 190
United States v.....	101, 103
WALKER v. BALTIMORE AND OHIO R. CO.....	65, 201
WALLER & CO. v. ILLINOIS CENTRAL R. CO.....	49, 216
WALLER, YOUNG & CO. v. ILLINOIS CENTRAL R. CO.....	49, 216
WANN, FRED A.....	110
WARREN MANUFACTURING CO. v. SOUTHERN R. CO.....	29, 44, 212
WASHINGTON, D. C.....	42, 43, 79, 121, 123, 156
WASHINGTON.....	77, 144, 152

	Page.
WAXELBAUM & Co. <i>v.</i> ATLANTIC COAST LINE R. Co.	42, 47, 199
WEIGHTS	
estimated	55
minimum carload	50, 51
WESTERN CLASSIFICATION	36, 49, 55
WESTERN UNION TELEGRAPH COMPANY	25
WEST KANKAKEE, ILL.	82
WEST VIRGINIA	34, 77, 81, 83, 144, 152
WHEELING AND LAKE ERIE R. Co., RAILROAD COMMISSION OF OHIO <i>v.</i>	67, 213
WHITE & Co. <i>v.</i> BALTIMORE AND OHIO SOUTHWESTERN R. Co.	55, 208
WHITING, IND.	114
WHITSON, JUDGE	137
WICHITA, KANS.	32, 35, 36, 61, 78, 79, 80, 81, 121
WIEMER & RICH <i>v.</i> CHICAGO AND NORTHWESTERN R. Co.	50, 218
WILHOIT	
<i>v.</i> Missouri, Kansas and Texas R. Co.	54, 196, 198
Missouri Pacific R. Co.	54, 196
WISCONSIN	144, 152
WISCONSIN CENTRAL R. Co., UNITED STATES <i>v.</i>	111
WISCONSIN, MINNESOTA AND PACIFIC R. Co. <i>v.</i> JACOBSON	70
WOLVERTON, JUDGE	137
WRIGHT, JUDGE	137
WYOMING	144, 152
YARD TRACK AND SIDINGS	152
YAZOO AND MISSISSIPPI VALLEY R. Co. <i>v.</i> KEYSTONE LUMBER Co.	98
YELLOW PINE ASSOCIATION CASE	86

UNIVERSITY OF ILLINOIS LIBRARY

APR 2 1923

UNIVERSITY OF ILLINOIS-URBANA



3 0112 084228748